



Department of Purchasing
100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 942-4333

posted
SEP 27 '21 4:10:52

September 27, 2021

To All Interested Parties:

**Subject: Invitation to Bid
HVAC Refrigerant**

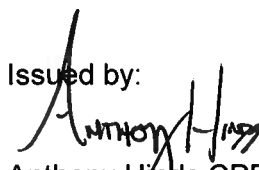
The Suffolk City School Board (School Board) is inviting bids to provide HVAC Refrigerant to be delivered to 1507 Freeney Avenue, Suffolk VA 23434. All documents enclosed are to be considered an integral part of this Invitation to Bid. Please read carefully all information contained in the bid. Any requirement set forth in any attachment is to be adhered to fully.

All bids must be submitted in a sealed envelope marked "**HVAC Refrigerant**" and must be received in the Purchasing Office, or submitted through the EVA portal on or before **2:00 p.m. on October 12, 2021 (no extensions expected)**. Bidders may also submit their bid using the EVA electronic submission tool. All delivered bids must be sealed in an envelope or package clearly marked with the bid number, due date, time and delivered to:

Anthony W. Hinds CPPB
Department of Purchasing
Suffolk Public Schools
100 N. Main Street, 2nd Floor (**entrance at rear of building**)
Suffolk, VA 23434

Bids are delivered at the risk of the bidder. Allow additional time if sending in via USPS as the PO Box is checked only once daily. USPS is not recommended for bids coming in close to the ending date for this reason. This bid is available through EVA and on the SPS website, no other sites are being used. All evaluation criteria have been published as a part of this bid document. Bids shall be publicly opened and read aloud at the above stated date and time at the above listed location. Any bid received after the time designated above will be returned unopened. Any questions concerning this matter shall be submitted in writing to Anthony Hinds at anthonyhinds@spsk12.net

Issued by:


Anthony Hinds CPPB
Purchasing Manager

Enclosures

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The cover letter (Invitation to Bid) and each section attached as listed below constitute this Invitation to Bid. All potential bidders will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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Certification for Primary Covered Transactions

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Contractor/Employee Certification form

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Specification/Bid Form

INTENT AND SCOPE OF WORK

It is the intent of Suffolk Public Schools to purchase HVAC refrigerant as seen on the bid form found at the end of the document. Please attach the specification sheet with your bid.

Pre- bid / Site visit

There will be no site visit.

Delivery

Delivery of all items shall be at the expense of the successful bidder and shall be delivered and set up per the bid document. Delivery will be handled at the direction of the Maintenance Department.

Unauthorized Delivery or Damaged Goods

Any damaged or unauthorized product delivered by the successful bidder shall be replaced, at the bidder's expense, at the direction of the Facilities Department.

Term of Agreement

Notification to the successful bidder shall be made in writing immediately following award. Term of the contract shall begin on the date of award and will continue through the completion of the installation and final sign offs/payments. Suffolk Public Schools reserves the right to purchase additional quantities at the bid prices for up to 30 days after the closing of the bid at bid pricing.

Billing

All invoices are to be sent to the following address: Suffolk Public Schools, ATTN: Accounts Payable, 100 North Main Street, Suffolk VA 23434.

Small, Women and Minority (SWAM)

Suffolk Public Schools will assure that all small, women and minority vendors are solicited when they are potential sources of the goods and/or services sought by the school division. Suffolk Public Schools will document, in writing, the efforts made to include SWAM certified vendors in both formal and informal solicitations and when quotes are obtained for the purchase of goods and/or services.

Drug Free Workplace

1. During the performance of this contract, the contractor agrees to:

a. Provide a drug-free work place for the contractor's employees,

b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the contractor's work place and specifying the actions that will be taken against employees for violations of such prohibition,

c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free work place,

d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Nondiscrimination

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Suffolk Public Schools does not discriminate against faith-based organizations.

Termination for Cause

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.
- c. In the event of a termination for cause and the contract is terminated, the contractor will be paid for goods/services that were accepted by Suffolk Public Schools.

State Corporation Commission Number

Any bidder or offer or organized or authorized to transact business in the Commonwealth of Virginia shall provide as a part of their bid documentation the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal the registration/certification as a foreign business entity form available from the Virginia State Corporation Commission. Documentation that a vendor is in the process of obtaining this certification is sufficient for submission of a bid or quote, but must be provided prior to award. No award will be made without this information.

SCC ID # _____

Contractor/Employee Background Certification

1. Upon award, the contractor and any employee who will have direct contact with students shall provide certification by filling out the attached certification.

Byrd Anti-Lobbying

The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form.

Clean Air and Water Acts

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air and Water Acts. The contractor will report any violations to Suffolk Public Schools and Suffolk Public Schools will in turn report any violations to the appropriate governmental agency.

Bid Procedure

1. The date and time of bid registration is given in the Invitation to Bid as is the date and time of the bid opening. Bids received after the date and time of bid registration will not be considered.
2. Bids must be submitted on the bid forms provided by the School Board. Vendors may bid on all items or selected items.
3. All information that is requested by the Letter of Transmittal, Invitation to Bid, General Bid Conditions, Specifications and Bid Forms must be included to constitute a valid bid.
4. In submitting a bid, the bidder acknowledges that he is fully informed as to the extent and character of the required materials, supplies and equipment and further represents that he can furnish the materials, supplies and equipment in complete compliance with the specifications.
5. Any deviations from the specifications must be set forth on the bid document.
6. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. Signature of person submitting bid must be in longhand.
7. Sales to school boards are not affected by any fair-trade agreements.
8. The School Board is exempt from Federal, State and excise taxes. The price bid shall be net and not include the amount of any such tax. Tax exemption certificates, if required, will be provided by the School Board.
9. The contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective.
10. Unless otherwise provided in the bid document, the name of a certain brand, make, manufacturer, or definite specification is to denote the quality or standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to potential bidders the general style, type, character, and quality of article desired. The decision of the School Board shall be final and binding on the parties as to whether an item other than that specified is in fact "equal." In bidding on items other than those specified, bidder must give the trade designation of the article, manufacturer's name and detailed specification of the item. Otherwise, the bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified or noted on the bid form.
12. All regularly manufactured stock electrical items must meet the following minimum requirements:
 - a. National Electrical Code
 - b. Standard rules of the American Institute of Electrical Engineering
 - c. National Electrical Management Association
 - d. Uniform Virginia Building Codes (OSHA)

13. When bids are requested on lump sum basis, bidder must enter the price for each item and also the lump sum.

14. All prices quoted must be "per unit" as specified.

15. Price per unit and the extensions for each item bid shall be listed on the bid form. In case of discrepancy, the lowest price will govern.

16. Prices shall be net, with transportation or delivery FOB Suffolk Public Schools as indicated herein at the expense of the successful bidder. The title shall not pass and the risk of loss shall remain on the seller until items have been delivered and accepted by the School Board.

17. Under penalty of perjury, the bidder expressly warrants that the pricing and information submitted herein is not the result of an agreement, expressed or implied, with any other bidder or bidders in an attempt to influence or restrict competition by the bidder, bidder's suppliers or employees of the company.

18. Bid must be:

Sealed and submitted in plain envelope, or in one furnished by the School Board.

Addressed to:

Suffolk Public Schools
Purchasing Department
100 N. Main Street, 2nd. Floor
Suffolk, Virginia 23434

Clearly identified on the outside of return envelope with the bid number and the due date and time, as indicated in the bid conditions.

19. No interpretation of the meaning of the bid document will be made orally to any potential bidder. Request for such interpretation should be in writing, addressed to Anthony W. Hinds, CPPB, 100 N. Main Street, 2nd Floor, Suffolk VA, 23434, or as directed in the Invitation to Bid, no later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the School Board in the form of addenda. All addenda so issued shall become a part of the bid document.

20. Withdrawal of Bids:

a. A bidder may withdraw his bid from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. In order to request the withdrawal of a bid, the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. A bid may be

withdrawn as described herein upon the approval of the Purchasing Manager of Suffolk City Public Schools.

b. No bid may be withdrawn under this section when the result would be awarding of the contract on another bid the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

c. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to, or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

e. If the public body denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

Bid Award

1. The School Board will notify the successful bidder in the form of a Purchase Order or Notice of Award and will post the Bid Award on Suffolk Public schools Bid Board located on the Second Floor in the School Administration Office at 100 N. Main Street, Suffolk, Virginia 23434.

2. The School Board reserves the right to reject any or all bids in whole or part and to waive any informalities if, in its judgment, it is in the best interest of the School Board.

3. When bids are requested on individual items and also on a total sum of sums, the School Board reserves the right to award bids on individual items OR on total sums as may be in the best interest of the School Board.

4. Awards will be made to the lowest responsive and responsible bidder, as will best promote the public interest.

5. In case of tie bid with all other factors deemed equal with two or more suppliers, preference will be given to Virginia persons, firms or corporations; otherwise the tie shall be decided by lot.

6. The School Board reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

7. In accordance with the Code of Virginia, Section 2.2-4318 [in the case of insufficient funds] the School Board reserves the right to negotiate with the lowest responsible bidder.

8. In submitting a bid, the bidder obligates his company to furnish items at the bid price and that written notice from the School Board accepting the bid constitutes a contract between the bidder and the School Board. The School Board

reserves the right to adjust original quantities. In addition, the School Board reserves the right to purchase additional quantities with no increase in price

9. A notice of award or purchase order to successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the contract.
10. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the School Board, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the School Board, the School Board may purchase from other sources to take the place of the item rejected or not delivered. The School Board reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On such purchases, the successful bidder is responsible to the School Board for any excess costs. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract amount.
11. A contract may be canceled at the successful bidder's expense upon non - performance of contract.
12. Cancellation of contract for any reason may result in removal of the successful bidder's name from bid list for future bidding.
13. When materials, equipment or supplies are rejected, the successful bidder must remove them from the premises of the School Board within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the School Board shall have the right to dispose of them as its own property, and the successful bidder shall not hold the School Board liable for any rejected goods disposed of by the School Board.
14. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company, or corporation, without the previous written consent of the School Board.

Delivery and Installation

1. No items are to be shipped or delivered until successful bidder receives a Purchase Order or Notice of Award from Suffolk City Public Schools.
2. Delivery must be made as stipulated on the Purchase Order. If for reasons beyond the control of the company delivery cannot be made by the specified date, it will be the company's responsibility to notify the Purchasing Manager of reasons for delay and the new delivery date. Failure of this notification may be justification for removal of vendor from the bid list. Failure to deliver within a reasonable time will be cause for open market purchase at the expense of the successful bidder.

3. No deliveries may be made on Saturday, Sunday, School Board holidays, or legal holidays, except when the delivery is an emergency, in which event the convenience of the School Board shall govern.
4. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice.
5. The successful bidder shall be responsible for delivery of items in good condition to the point of destination and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving School Board representative will note for the benefit of successful bidder when packages/items are not received in good condition.
6. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School Board. The successful bidder will be required to furnish proof of delivery in every instance.
7. Unloading, placing, assembling and testing of equipment, including furniture is the responsibility of the successful bidder unless otherwise stated in the specifications, and the School Board accepts no responsibility for unloading and placing of equipment. The successful bidder must provide all equipment necessary for the delivery and installation of all equipment and furniture. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to bidder. No help for unloading will be provided by the School Board, and suppliers should notify their carriers accordingly.
8. All deliveries shall be accompanied by delivery tickets or packing slips and shall contain the following information for each item delivered:

Purchase Order Number
Name of Article
Item Number
Quantity
Name of Successful Bidder

Carton shall be labeled with purchase order number, successful bidder's name and statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

9. The successful bidder shall remove all debris and rubbish resulting from work unless otherwise stated in the specifications. Upon completion of the work, the premises shall be left in a neat, and unobstructed condition
10. Equipment and supplies shall be stored at the site only on the approval of the School Board and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss. The successful bidder agrees to assume full and complete responsibility for injuries occurring to employees of Suffolk Public Schools or their parties resulting from equipment and/or supplies stored at the site.

11. Work shall progress in such manner as to cause the least inconvenience to the School Board and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and perform work promptly. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required unless otherwise stated in the specifications.

12. Equipment for trade-in shall be dismantled by the successful bidder and removed at no expense to School Board. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply, "as is". Equipment is available for inspection at the delivery point listed for new equipment, unless otherwise specified.

Guarantee/Warranty

1. The successful bidder guarantees:

- a. Against defective or faulty material or workmanship for least one (1) year from final payment by the School Board or for a longer period if allowed by law or as so specified. If during this period such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the School Board.
- b. To furnish adequate protection from damage for all work and to repair damages of any kind for which bidder's workmen are responsible, the building or equipment, to own work, or to the work of other successful bidders.
- c. That all deliveries will be equal to the accepted bid sample.
- d. That the equipment or furniture offered is standard, new latest model or regular stock product or as required by the specifications with parts regularly used for the type of equipment or furniture offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- e. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement or longer if so specified). The successful bidder shall make any such replacement immediately upon receiving written notice from the School Board.

Insurances

- 1. The successful bidder shall not be held responsible for losses resulting from war, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence is unable to prevent.
- 2. The bidder shall maintain liability insurance coverage acceptable to the School Board for all persons involved in delivery, installation or employed or acting in any other capacity on behalf of the vendor or the manufacturer of items purchased.
- 3. The successful bidder will be required to carry adequate insurance to protect the School Board from loss in case of accident, fire, theft, etc.

Payment

Payment shall not preclude the School Board from making a claim for adjustment on any item later found not to have been in accordance with General Conditions and Specifications. Partial payments on a total order will be made only by a special arrangement with the School Board

**SUFFOLK PUBLIC SCHOOLS
SPECIFICATIONS/BID FORM
HVAC Refrigerant**

Bid of _____ (hereinafter called the bidder), a corporation, organized
and existing under the laws of the State of _____.

To: The School Board, City of Suffolk, Virginia. The Bidder, in compliance with your invitation or bid to provide HVAC Refrigerants. After having carefully examined the Specifications, the undersigned proposes to furnish, the product for the unit price set forth below:

Item Description	QTY Needed	BID QUANTITY	Unit Price	TOTAL LINE BID
NU-22 Refrigerant 25lb cylinder	20	_____	\$ _____	\$ _____
410A Refrigerant 25lb cylinder	60	_____	\$ _____	\$ _____
R22 Refrigerant 30lb cylinder	20	_____	\$ _____	\$ _____

ESTIMATED DELIVERY: _____ days

The School Board reserves the right to:

- 1) Reject any or all bids or to negotiate with the low bidder in case of insufficient funds,
- 2) Award the contract either by line or by sum of sums.
- 3) Award or not award by line at the discretion of Suffolk Public Schools

Is your business a minority owned? _____ Woman Owned _____ Minority _____ Other

Company Name

Address

City, State, & Zip Code

Telephone Number

Email

(Signature in Longhand)

Name & Position (Typed)

Date

Fax Number

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1. The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title of Authorized Representative

Signature

Date

Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

1. The prospective primary participants certifies to the best of its knowledge and belief, that is and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charge by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title of Authorized Representative

Signature

Date

**CERTIFICATIONS AND
REPRESENTATIONS
(CONTRACT FUNDS)**

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently exceeding \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Department of Purchasing

100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 942-4333

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of any violent felony as set forth in the definition of a barrier violent crime in Virginia Code 19.2-392.02, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or violent crime of moral turpitude that is not set forth in the definition of barrier violent crime in subsection A of Virginia Code 19.2-392.02 and does not involve sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony as set forth in the definition of a barrier violent crime or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and/or meet the terms as outlined above:

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection. For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities

Clean Air and Water Certificate

Applicable if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$105,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8 ©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Suffolk Public Schools and the respondent shall execute this Certificate.

Name of Successful Offeror

Suffolk Public Schools

The successful offeror company agrees as follows:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS I THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1857 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-6(C) or (d), or approved implementation procedure under Section 112 (d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C., 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

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E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plan, installation, structure, mine vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the successful offeror.

Suffolk Public Schools Representative

Signature of successful offeror

Title

Date