



Department of Purchasing

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

March 31, 2023

To: Interested Parties

Re: Invitation to Bid #1810 B

Enclosed please find our Invitation to Bid 1810-B to provide HVAC Refrigerant for Suffolk Public Schools. All documents enclosed are to be considered an integral part of this invitation to bid. Please read carefully all information contained in the bid document. Any requirement set forth in any attachment is to be adhered to fully.

All bids must be submitted in a sealed envelope and clearly marked "**BID #1810-B, HVAC Refrigerant**" and must be received in the Purchasing Office, on or before **2:00 p.m. on TUESDAY, April 18, 2023.**

All bids must be submitted through eVA or delivered in a sealed envelope/package clearly marked with the bid number, due date, time and delivered to:

Linda Bates, NIGP-CPP, VCO
Department of Purchasing
Suffolk Public Schools
100 North Main Street (entrance at rear of building)
Suffolk, Virginia 23434

This Invitation to Bid is published on the Suffolk Public Schools and eVA websites. Bids will not be accepted at any other location. **For delivery options, FedEx and UPS will deliver to our location, the USPS will not. All USPS is delivered to a Post Office Box and is only checked once daily. For this reason, USPS is not recommended for proposals arriving close to the due date.** Any bid received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals. The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the Commonwealth of Virginia Procurement Regulations. The awarding authority for this contract is the Suffolk City School Board. **The use of federal funds may be used to satisfy the resulting contract.** The School Board reserves the right to reject any or all proposals submitted or take advantage of any available regional or state contracts. Any questions concerning this Invitation to Bid shall be submitted in writing to lindabates@spsk12.net. Bids shall be publicly opened at the above stated date and time at the above listed location.

Issued by:

Linda Bates, NIGP-CPP, VCO
Buyer

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

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**GENERAL BID CONDITIONS
FOR
MATERIALS, SUPPLIES AND EQUIPMENT**

The conditions set forth herein apply to all materials, supplies and equipment provided to the Suffolk City School Board hereinafter called the School Board. All bidders are bound by these conditions. Please read these conditions carefully as they are an integral part of the agreement and contract awarded to the successful bidder.

I. 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. A sample may be requested. 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. When bids are requested on lump sum basis, bidder must enter the price for each item and also the lump sum.
13. All prices quoted must be "per unit" as specified.
14. 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.
15. 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.
16. 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.

IFB 1810-B

17. Bid must be:
 - a. Submitted through eVA or in a sealed plain envelope marked with IFB 1810-B and time due.
 - b. Addressed to:

Suffolk Public Schools
Purchasing Department
100 N. Main Street, 2nd. Floor
Suffolk, Virginia 23434
 - c. **Clearly identified on the outside of the envelope with the bid number and the due date and time, as indicated in the bid conditions.**
18. 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 Linda Bates, NIGP-CPP, VCO, Buyer at lindabates@spsk12.net, or as directed in the Invitation to Bid, no later than seven (7) 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.
19. 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.

II. SAMPLES

1. All specifications are minimum standards. Accepted bid samples do not supersede specification of quality unless bid sample is superior in which case deliveries must be the same identity and quality as accepted bid sample. 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."
2. The School Board reserves the right to request a sample of the items bid prior to the award or before shipments are made. If sample fails to meet specifications, the bid will be disqualified.
3. If samples are requested subsequent to bid opening, they shall be delivered upon request at the discretion of the School Board or as directed, for bid to have consideration. Samples must be furnished at no expense to the School Board and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return provided they have not been used or made useless by tests. Award samples will be held for comparison with deliveries. The School Board will not be responsible for any samples destroyed or mutilated by examination or testing. Vendor will be advised of sample pick up. Samples not removed within ten (10) days after written notice to the bidder will be regarded as abandoned and the School Board shall have the right to dispose of them as its own property, and the bidder shall not hold the School Board liable for any sample disposed of by the School Board.
4. If specifications state that an item to be bid must equal a sample on display, the sample will be made available to all bidders by School Board. Failure of bidder to examine such a sample shall not relieve him from meeting the requirements set forth by the sample.

III. 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 website and 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 lottery.
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 pervious written consent of the School Board.

IV. 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:
 - a. Purchase Order Number
 - b. Name of Article
 - c. Item Number
 - d. Quantity
 - e. Name of Successful BidderCarton 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, unobstructed condition, the areas broom cleaned.
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.
12. 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.
13. 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.

V. 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.

VI. INSURANCE

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.

VII. PAYMENTS

1. 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.
2. Partial payments on a total order will be made only by a special arrangement with the School Board.

VIII. DRUG FREE WORK PLACE

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.

IX. 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.

X. 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.

XI. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

1. Upon award, the contractor and any employee who will have direct contact with students shall provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. Any person making a materially false statement regarding 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. **(See Exhibit 1)**

XII. STATE CORPORATION COMMISSION ID NUMBER

In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non-registration. The SCC may be reached at (804) 371-9733 or a. Failure to include this information with your submittal may result in rejection of your proposal.

XIII. COOPERATIVE PROCUREMENT

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies. "

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdiction.

XIV. COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The successful bidder shall not, during the performance of a contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**SUFFOLK PUBLIC SCHOOLS
BID #1810-B, HVAC Refrigerant
BID FORM
SPECIFICATIONS**

Proposal 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 for bid for HVAC Refrigerant, having carefully examined the specifications, the undersigned proposes to furnish and deliver the refrigerant for the unit cost set forth below:

Item #	Qty Needed	ITEM #	DESCRIPTION	Unit Price	Total Price
1	60	NU22 Or R-407C	Refrigerant	\$ _____	\$ _____
2	80	R-410A	Refrigerant	\$ _____	\$ _____

Please sign below to verify that all unit pricing includes shipping and handling:

Signature _____

Name of Company _____

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ADDITIONAL REQUIREMENTS

Notification to the successful vendor/vendors will be made immediately after evaluation in the form of a purchase order or purchase orders.

Unit prices must include any and all shipping and handling charges with delivery to:

**SPS Facilities & Planning
1507 Freeney Ave., Suffolk, VA 23434
(757) 934-6206
ATT: Vernon Jackson**

The School Board reserves the right to:

1. Award a contract or contracts for all cases as may be most advantageous to the School Board, taking into consideration best value criteria, which may include the following:
 - a. References from previous customers on quality of products,
 - b. Quantity of cases available,
 - c. Time of delivery.
2. Reject any or all bids or to negotiate with the low bidder in case of insufficient funds.

Is your business a minority business? ☐ Woman Owned ☐ Minority Owned ☐ Other

SCC ID Number _____

(See Section XI under Terms and Conditions.)

Name of company

Signature

Address

Name and Position (Typed)

City, State and Zip Code

Date

Telephone Number

Fax Number

E-mail Address

Email Address for Ordering Purposes

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

Exhibit 1: 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.

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SUFFOLK PUBLIC SCHOOLS

Attachment 2: SUBSTITUTE FOR FORM W-9

FEDERAL ID NUMBER 54-1643533

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Suffolk Public Schools. If this number is not provided, you may be subject to a 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information. **This form must be typed or printed.**

Owner's Name (if sole Proprietor) _____

Legal Business Name _____

Address _____

State, City, Zip Code _____

9 Digit Taxpayer Identification Number

Social Security Number _____ - _____ - _____

Federal Employer Identification Number _____ - _____ - _____

Business Designation

You may select more than one:

☐ Individual	☐ Corporation
☐ Sole Proprietorship	☐ Personal Service Corporation
☐ Partnership	☐ Governmental Entity
☐ Estate/Trust	☐ Non-Profit Organization

Principle Business Activity

List type of Service or Product Provided

Under penalties of perjury, I declare that the information provided is true, correct, and complete, to the best of my knowledge and belief.

Name and Title (Print or Type) _____

Signature _____ Date _____

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Attachment 3:

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANTS

TO WHOM IT MAY CONCERN:

Suffolk Public Schools may elect to use federal funds to purchase under this Agreement. This form should be completed and returned with proposal. The following certifications and provisions may be required and apply when Suffolk Public Schools expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, small purchases, and cooperative contracts awarded by the Suffolk Public Schools by way of contract, purchase order, purchasing card or other purchasing methods and the Suffolk Public Schools' subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Suffolk Public Schools expends federal funds, the Suffolk Public Schools reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Suffolk Public Schools expends federal funds, Suffolk Public Schools reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Suffolk Public Schools also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Suffolk Public Schools believes, in its sole discretion that it is in the best interest of Suffolk Public Schools to do so. Offeror will be compensated for work performed and accepted and goods accepted by Suffolk Public Schools as of the termination date if the contract is terminated for convenience of Suffolk Public Schools. Any award under this procurement process is not exclusive and Suffolk Public Schools reserves the right to purchase goods and services from other offerors when it is in Suffolk Public Schools' best interest.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when Suffolk Public Schools expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Suffolk Public Schools expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Suffolk Public Schools expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Suffolk Public Schools resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Suffolk Public Schools, the offeror certifies that during the term of an award for all contracts by Suffolk Public Schools resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Suffolk Public Schools, the offeror certifies that during the term of an award for all contracts by Suffolk Public Schools resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Suffolk Public Schools, the offeror certifies that during the term of an award for all contracts by Suffolk Public Schools resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Suffolk Public Schools, the offeror certifies that during the term and after the awarded term of an award for all contracts by Suffolk Public Schools resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than 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 in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Suffolk Public Schools for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Suffolk Public Schools expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to Suffolk Public Schools upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Suffolk Public Schools and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

INTELLECTUAL PROPERTY

The parties agree that no intellectual property will be created in performance of this grant/federal dollars or cooperative agreements and the requirements of 2 CFR SS 200.315.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____

Date: _____