



Department of Purchasing

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

May 22, 2023

To All Interested Parties:

**Subject: Invitation to Bid #1812-B
Fresh Produce**

The Suffolk City School Board (School Board) is inviting bids to provide Fresh Produce for twenty (20) 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. Any requirement set forth in any attachment is to be adhered to fully.

All bids must be submitted in a sealed envelope marked "**Bid # 1812-B Fresh Produce for Suffolk Public Schools**" and must be received in the Purchasing Office, on or before **2:00 p.m. on Tuesday, June 13, 2023**. All bids must be sealed in an envelope or 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 N. Main Street, 2nd Floor (entrance at rear of building)
Suffolk, VA 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 bidders will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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Small, Women and Minority (SWAM)

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US Department of Agriculture Certification for Primary Covered Transactions

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Attachment: Federal Certification Addendum for Agreement Funded by U.S. Federal Grants

SCOPE OF WORK

The successful bidder shall provide fresh produce to each school facility as listed below:

School Locations

Booker T. Washington Elementary School, 204 Walnut Street, Suffolk, Virginia

Creekside Elementary School 1000 Bennett's Creek Park Road, Suffolk, Virginia (Sept 2006)

Elephant's Fork Elementary School, 2316 William Reid Drive, Suffolk, Virginia

Florence Bowser Elementary School, 4540 Nansemond Parkway, Suffolk, Virginia

Hillpoint Elementary School, 1101 Hillpoint Road, Suffolk, Virginia

Kilby Shores Elementary School, 111 Kilby Shores Drive, Suffolk Virginia

Mack Benn, Jr. Elementary School, 1253 Nansemond Parkway, Suffolk, Virginia

Nansemond Parkway Elementary School, 3012 Nansemond Parkway, Suffolk, Virginia

Northern Shores Elementary School, 6701 Respass Beach Road, Suffolk, Virginia

Oakland Elementary School, 5505 Godwin Boulevard, Suffolk, Virginia

Southwestern Elementary School, 150 Pioneer Road, Suffolk, Virginia

Colonel Fred Cherry Middle School, 7401 Burbage Drive, Suffolk, Virginia

Forest Glen Middle School, 200 Forest Glen Drive, Suffolk, Virginia

John F. Kennedy Middle School, 2325 E. Washington Street, Suffolk, Virginia

John Yeates Middle School, 4901 Bennett's Pasture Road, Suffolk, Virginia

King's Fork Middle School, 350 King's Fork Road, Suffolk, Virginia

King's Fork High School, 351 King's Fork Road, Suffolk, Virginia

Lakeland High School, 214 Kenyon Road, Suffolk, Virginia

Nansemond River High School, 3301 Nansemond Parkway, Suffolk, Virginia

Turlington Woods School, 629 Turlington Road, Suffolk, Virginia

Delivery

Delivery of all items shall be at the expense of the successful bidder and shall be delivered and set up at each school facility as indicated herein for a term contract period effective **July 1, 2023**, through August 23, 2024. Deliveries will be made daily to all schools between the hours of 6:30 a.m. and noon. The Food & Nutrition Services Supervisor must approve any other delivery times. The initial orders for the exact quantities for deliveries on August 29, 2023, unless otherwise requested by the Food Services Supervisor, and will be provided to the successful bidder by August 19, 2023 by a school representative. Subsequent orders will be provided by each school cafeteria manager to a company designee on a daily basis. The School Board reserves the right to add or delete a facility as required.

Unauthorized or Damaged Goods

Any damaged or unauthorized product delivered by the successful bidder shall be replaced the **next working day**, at the bidder's expense, unless otherwise instructed by the Food & Nutrition Services Supervisor.

Product out of Stock

Out of stock products must not exceed 2% of total goods delivered in a month. Items not supplied on valid orders will be purchased at other purveyors and any cost differences may be passed on to the successful bidder. Food & Nutrition Services **will not** except substitute products without prior approval from the Food & Nutrition Services Supervisor.

Rejected Product

Any product rejected by the Food & Nutrition Services manager must be removed from the school location by the successful bidder within (10) ten days from notification to the successful bidder. Any product left after the ten days will be considered abandoned by the vendor and may be disposed of as School Board property.

Term of Agreement

Notification to the successful bidder shall be made in writing immediately following award. Term of the contract shall begin on **July 1, 2023** and continue through August 23, 2024 and will be automatically be extended for four additional one-year periods unless canceled by either party 30 days prior to August 1, of each year. The School Board may approve price increase for each subsequent year based on the Consumer Price Index, All Urban Consumers South. Justification for such price increase should be submitted to the Purchasing Agent 60 days prior to July 1 of each year.

Billing

All invoices shall be provided in triplicate. Two (2) copies will be left with the respective school cafeteria manager upon delivery. One invoice and the statement from each school shall be billed directly to Suffolk Public Schools, Food & Nutrition Services, 3264 Pruden Blvd., Suffolk, Virginia, 23434.

Buy American Requirement

"The District/State Agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)."

All food products are to be certified by the seller to be produced or manufactured in the United States and that any exceptions to this must be stated in the proposal submitted. A contract will be awarded only on those items certified to be produced or manufactured in the United States unless one of the following three exceptions apply:

1. For unusual or ethnic food preferences which cannot be produced or manufactured in the United States.
2. The product is not produced or manufactured in the United States in sufficient quantities to be reasonably available.
3. The cost of the United States food products is significantly higher than foreign products.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of ____day(s) in advance of delivery.

The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of the domestic food product; and
 - (b) Price of the non-domestic product that meets the required specification of the domestic product.

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.

XIIV. 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.

US Department of Agriculture Certification

Each bidder shall complete and submit with the Bid Form both US Department of Agriculture certifications found on the next two pages of this document

U.S. DEPARTMENT OF AGRICULTURE
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

U.S. DEPARTMENT OF AGRICULTURE

**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

**SUFFOLK PUBLIC SCHOOLS
SPECIFICATIONS/BID FORM
BID #1812-B – Fresh Produce**

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 or bid to provide **Fresh Produce** goods, having carefully examined the Specifications, the undersigned proposes to furnish, the product for the unit price set forth below:

Fresh Produce

No.	Item Description	Bid Unit	Quantity	Unit Price	Total Cost
1.	Baby Carrots	100/2 oz.	100 cases		
2.	Apple Slices	100/2 oz.	100 cases		
3.	Whole Apples (40lb case)	100-125 CT	35 cases		
4.	Whole Oranges (40lb case)	80-120 CT	40 cases		
5.	Prewashed Salad Mix	5lb bags	40 cases		
6.	Baby Spinach	5lb bags	40 cases		
7.	Cucumbers (10 lb case)	15 CT	19 cases		
8.	Shredded Carrots	5lb bags	19 cases		
9.	Celery Sticks	5lb bags	19 cases		
10.	Fresh Strawberries	1lb/10	60 cases		

Total Bid (Basis of Award) \$ _____

***Include your ordering practices and procedures, including your online ordering platform and local produce tracking.**

This bid will be awarded as an all or none bid. Quantities listed are weekly estimates only and may be modified upon mutual agreement.

The School Board reserves the right to:

- 1) Award a contract or contracts for all products as may be most advantageous to the School Board, price, time of completion and other factors in consideration
- 2) Reject any or all bids or to negotiate with the low bidder in case of insufficient funds,
- 3) Purchase additional products without an increase in price.

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

Company Name

(Signature in Longhand)

Address

Name & Position (Typed)

City, State, & Zip Code

Date

Telephone Number

Fax Number

Email

Attachment

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:
