



Department of Purchasing

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

November 1, 2021

To All Interested Parties:

**Subject: Request for Proposal #1775-P
Technology Ticketing & Asset Management System**

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide a **Help Desk Ticketing System**. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. **Interested parties are invited to submit an original and one (1) electronic copy (USB thumb drive is preferred) marked "RFP 1775-P, IT Ticketing System" on or before 2:00 pm on Tuesday, November 23, 2021. Proposers may also post their responses through EVA. We are not anticipating any extensions for this proposal. Proposals may also be delivered to the address below at the proposer's risk of delivery. Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to deliver the proposal. The preferred electronic format is a USB thumb drive.** Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time and delivered to:

Linda Bates, VCO, VCA
Department of Purchasing
Suffolk Public Schools
100 N. Main Street, 2nd. Floor (Entrance is at the Rear of the Building)
Suffolk, Virginia 23434

This Request for Proposal is published on the Suffolk Public Schools website. Proposals 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 proposal 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, including COVID 19 Relief 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 Request for Proposal shall be submitted in writing to lindabates@spsk12.net, or fax to 757-942-4333.

Issued by:

Linda Bates, VCO, VCA
Purchasing Technician II

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The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. 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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SECTION I SCOPE OF SERVICES

It is the purpose of this Request for Proposal (RFP) to solicit sealed proposals to provide a Help Desk Ticketing System. SPS consists of eleven (11) elementary schools, five (5) middle schools, three (3) High schools, one (1) alternative school, one (1) center and six (6) departments. The total student population is approximately 14,000 and approximately 2,500 staff members. The School Board will consider any range of proposals that will meet the needs outlined in this proposal and reserves the right to award to multiple vendors. Vendors responding to this request for proposal must be responsible offerors, regularly and practically engaged in providing the goods and services listed in this request for proposal and must possess necessary resources for fulfilling the contract established as a result of this request for proposal.

A. General Requirements

Provide a ticketing system to manage technical service requests for staff and students. This system should be able to track devices, users, parts, inventory, history, and other related information. The reporting should be able to indicate specific user's history of damage and specific device history. The ability to have different workflows based on the inputted criteria. This system will be used for hardware & software issues, training requests, network, camera, access control, and other Technology related support requests.

Suffolk Public Schools requires the following capabilities:

- Must be designed for K12
- Must not run on a Java engine.
- Must have API
- Must support Google SSO
- Must be cloud-based
- Must integrate with Student Info System (eSchoolPlus) - Rostering, siblings, addresses
- Must have parts management
- Must have role based access control
- Must have periodic asset auditing
- Must integrate with Google Admin Console & MECM/SCCM
 - Password resets
 - OU changes
 - Disable, re-enable, and deprovision devices
 - Reset devices
 - Transactional logging/auditing
 - Bulk management
 - Automated account provisioning
- Must have User & Location assigned asset management
 - Permanent and temporary

Our preferences include the following:

- Integration with Jamf
- Integration with Clever

- Non asset based requests (support)
- Internal Service Level Response Time and Tracking
 - Multiple agents per ticket
- Simple ticket entry
 - Ability to link tickets
 - Issue tracking
 - Ticket templates
- Invoicing (internal & external)
- Workflow - ticket entry, ticket response, routing
- Ability to attach documents to users and devices
- Unlimited service agents, approvers, support agents, technicians, admins
- Resource request
 - Equipment checkout
 - Room-based
- Asset Assignment
- FAQ
- Reporting
- Modern User Interface
- End-of-Life Management and Tracking
- Emailed ticket submission with adaptive automated responses
- Integration with third-party apps
 - Zoom
 - Google Meet
 - Google Calendar
- End user remote support
- Surrogate client ticket submissions
- Template-based ticket submissions/closing
 - Canned responses

****** As a part of evaluations, vendors are encouraged to provide a demo site for a minimum of 30 days for the evaluation committee to access during the evaluation.**

SECTION II PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible to illustrate the vendor's capabilities to provide the required capabilities and services. Vendors are required to submit the following items as a complete proposal.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest and the following non-collusion statement.

“The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition.”

The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The telephone number, fax number, business address and email address must be included in the letter of introduction.

- B. Provide information in an organized and user-friendly format to include a table of contents.
- C. Describe prior experience related to this Request for Proposal which will indicate the knowledge and expertise of your company to provide the system required.
- D. Describe the organization and size of your company. Provide relevant financial data which demonstrates your ability to successfully perform the services required, i.e., annual financial reports, statements, and/or credit bureau ratings.
- E. Provide a list of references of all school divisions in Virginia that have used your services in the last five years. Include contact name and information for each.
- F. Describe support services that are available to individual schools and/or school districts. Provide contact information and a brief description of qualifications for key individuals who will provide these services.
- G. Provide a cost proposal to include but not limited to: cost of services, product development, ongoing costs and other integration costs.
- H. Provide a list of additional resources available to your company that would enhance your performance to satisfy the requirements established herein.

SECTION III EVALUATION CRITERIA

The successful vendor will be selected using the point system indicated below demonstrating the maximum points provided by each criteria:

30 Core Functionality -

- Reporting
- Ticketing
- Asset Management
- Parts management
- Workflow

25 Integration - Google SSO, SIS (rostering, contacts), API, Google Admin Console, Role based Access Control, Microsoft MECM/SCCM/Intune, No Java, 100% ChromeOS Compatibility,

25 Features, look and feel - Password Management (Google, Microsoft AD, MS Azure), Spare device management, Touchless Deployment, FAQ/Knowledge Base, Invoicing & Fee management, document attachment, Status Board, Support Scheduling, Resource Management, Issue Tracking, Warranty Tracking, Ticket Service Level Tracking, Remote Support, other related features, browser interface, mobile interface, Intuitiveness and notifications of ticket updates.

20 Value - Licensing model/costs (perpetual, subscription, users, other), Implementation costs, Recurring Support & Maintenance costs

SECTION IV 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.

SECTION V
SELECTION OF OFFEROR

- A. The School Board will use the competitive negotiations process in selecting the offeror(s) to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for formal and/or informal interviews. Selected vendors may be asked to demonstrate their complete program during the evaluation process. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror after the completion of competitive negotiations.
- B. If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. The School Board reserves the right to make multiple awards if in the best interest of the School Board.
- D. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- E. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposals.
- F. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board.
- G. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk, VA 23434, on the Suffolk Public Schools Purchasing Department website.

SECTION VI TERMS AND CONDITIONS

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other materials and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** Shipping information will be included with the purchase order. All shipping and handling costs shall be at the expense of the vendor.
- E. **TERM OF THE AGREEMENT:** The initial term of this agreement shall begin on the date of the award of the contract and continue through June 30, 2023 after which this agreement will automatically be extended for four additional one year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice prior to June 30th of each year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing 30 days prior to June 30th of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) South, for the preceding calendar year. The School Board reserves the right to extend the contract for up to one year after the expiration of all renewal terms for the purpose of rebidding. Suffolk Public Schools reserves the right to purchase additional goods and or services to meet the intent of this RFP.
- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver

of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

- G. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.
- H. **NONDISCRIMINATION:** In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin.

The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

- I. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by the contractor. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- J. **APPLICABLE LAWS:** The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- K. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- L. **CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.
- M. **FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.
- N. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror’s obligations under the Agreement without the prior written consent of the School Board.
- O. **CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board’s prior written consent. Excluded from the provisions of the Agreement shall be such information as:
 - 1. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;

2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
 3. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
 4. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.
- P. **COMPLIANCE WITH LAW AND STANDARD PRACTICES:** The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
- Q. **TAXES, FEES, CODE COMPLIANCE AND LICENSING:** The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- R. **COORDINATION OF WORK:** The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.
- S. **HOLD HARMLESS AGREEMENT:** The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.
- T. **INSURANCE:** The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.
- U. **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY INSURANCE:** The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of

\$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.

- V. **PUBLIC LIABILITY INSURANCE:** The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.
- W. **CERTIFICATE OF INSURANCE:** The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to there having any such change in coverage.
- X. **STATE CORPORATION COMMISSION ID NUMBER:** Any bidder or offeror 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 a statement describing why the bidder or offeror is not required to be so authorized. No award will be made without this information.
- Y. **SUSPENSION OR DISBARMENT** - In issuing your proposal, you are certifying that you have not been suspended or disbarred at any level (state or national) and eligible to be awarded a contract.
- Z. **PROPRIETARY INFORMATION** - Proposers reserve the right to mark items as proprietary and request that trade secrets be protected. It is the responsibility of the proposer to clearly mark information as proprietary at the time of submission.
- AA. **RIGHT TO RENEGOTIATE** - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement including pricing and any incentives that may be a part of this agreement on an annual basis on or before the renewal date.

Attachment I: Contractor/Employee Background Certification Form

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.

Attachment II: 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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, the offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address:

Phone Number: _____ **FaxNumber:** _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date: _____