

Request for Proposals

The West Clermont Local School District (the “District”) seeks competitive proposals for the following purchase, subject to the terms and conditions of this Request for Proposal (the “RFP”) and accompanying materials:

Equipment: Student Chromebooks

RFP Issue Date:	March 19, 2024
Deadline for Questions:	March 25, 2024
District Responses On or About:	March 29, 2024
Deadline for Submission:	April 5, 2024 @ 4 pm local time

The Equipment is being procured through a competitive proposal process outside the scope of the statutory bidding requirements for public school districts; Ohio Revised Code Section 3313.46 excepts from bidding computer hardware and software for the use in instruction of students. Further, the District may be using federal grant funding for the purchase of the Equipment; accordingly, the equipment is being procured in accordance with the competitive proposal process provided in 2 C.F.R. § 200.320(b)(2). Any references in the Contract Documents to “bid” or “bidding” are to be read consistent with the proposal process being implemented.

Article 1 — General Information

1.1 Background Information

1.1.1 Goal. The goal of this RFP is to acquire Chromebook computers and associated services to equip students of the District with technology suitable for learning anytime, anywhere.

1.1.2 Background. The District maintains a student device life cycle of approximately four years. To continue this replacement cycle, the District is in need of 2,100 Chromebook computers to replace aging devices and equip the District’s students with Chromebooks capable of engaging in learning at anytime, anywhere.

1.1.3 Current Environment. The District made significant strides in recent years by updating the computing devices used by students. Currently, all devices use USB-C charging connectors. This RFP is intended to continue a standardization around the USB-C charging connector. Minimum desired hardware requirements can be found in Section 2.1, below.

1.1. e . Funding for this project will be allocated in FY25. The District is prepared to offer a Letter of Intent for the purchase of all equipment and services associated with this RFP to expedite ordering and ensure project timelines are met, with a Purchase Order to be issued in July, 2024.

Article 2 — Description of the Equipment and Services

2.1 Minimum Specifications for Equipment. The District will assess two preferred options for this project. One option is for 2100 Chromebooks with the minimum specifications found in Table 1 contained later in this section. The second option is for 1400 Chromebooks with the minimum specification found in Table 1 and 700 Chromebooks with the minimum specifications found in Table 2, both contained later in this section. In both options, all Chromebooks will have been designed for the education market. Consideration will be given to the benefits of hardware specifications that exceed those identified. Proposals that do not meet the minimum requirements specified below, as determined by the District at its sole discretion, will be rejected.

Table 1.

Processor:	MediaTek Kamponio 520
RAM:	4 Gigabytes LPDDR4
Storage:	32 Gigabytes eMMC / SSD
Display:	LED, 11" Class, TNTFT
Video Output:	HDMI
Power Port:	USB-C
Camera:	Front Facing, 720p, Privacy Shutter
Microphone:	Integrated
Wireless Network Card:	802.11ax (WiFi 6)
Operating System:	Chrome OS
Keyboard:	US QWERTY
Warranty:	Minimum 1 Year Parts & Labor and Coverage to Begin No Earlier Than August 1, 2024 Regardless of Date of Delivery to Proposer or District
Google Console Device License:	License for enrollment in Google Management Console
Protective Case:	Gumdrop brand hard shell protective case appropriate for proposed device with basis of design model being BumpTech or DropTech

Table 2.

Processor:	Intel N100
RAM:	8 Gigabytes LPDDR5
Storage:	64 Gigabytes eMMC / SSD
Display:	11" Class, Multi-touch, w/ Stylus
Video Output:	HDMI
Power Port:	USB-C
Camera:	Front Facing, 720p, Privacy Shutter
Microphone:	Integrated
Wireless Network Card:	802.11ax (WiFi 6)
Operating System:	Chrome OS
Keyboard:	US QWERTY
Warranty:	Minimum 1 Year Parts & Labor and Coverage to Begin No Earlier Than August 1, 2024 Regardless of Date of Delivery to Proposer or District
Google Console Device License:	License for enrollment in Google Management Console
Protective Case:	Gumdrop brand hard shell protective case appropriate for proposed device with basis of design model being BumpTech or DropTech

2.2 Associated Services. In addition to the Equipment, the District requires as part of this project specific services to be provided by the Proposer to ensure the devices are ready for deployment upon receipt by the District. The cost for each service should be detailed on a per device basis unless said service is applied to the entire project regardless of number of devices actually ordered, i.e. "Trip Charges, Delivery Labor Charge, etc."

2.2.1 Unpack each Chromebook at Proposer's facility and discard original packaging

2.2.2 Affix matching, district-provided asset tags to each Chromebook and its associated charger.

2.2.2a Install Proposer-provided hard shell protective case on each Chromebook

2.2.3 Configure each Chromebook to connect to The District's wireless network specified for student use.

2.2.4 Enroll each Chromebook into the District's Google Management Console

2.2.5 Place each Chromebook and charger with matching asset tag numbers into a minimum 4 mil thick, resealable plastic bag of a size to allow the bag to be fully sealed with Chromebook, charger, and associated cords and cables inside.

2.2.6 Provide an adequate quantity of volume packaging (bins or boxes), suitable for holding 10-15 individually wrapped Chromebooks with chargers and cables, such that all Chromebooks in the order can be delivered to The District in volume packaged lots of 10-15 devices per package.

2.2.7 Store all Chromebooks included in this project until such time as The District is prepared to take delivery of them. This could be as late as August 1, 2024.

2.2.8 Deliver Chromebooks on a date and in quantities to be determined no later than July 15, 2023 to each of The District's nine school buildings.

Article 3 — Proposal Submission and Selection Process

3.1 Preparation of Proposals

3.1.1 The Proposal will include a completed Proposal Form (in the form included with this RFP as Attachment 1 and/or Attachment 2), and the additional materials requested in the RFP and prepared by the Proposer containing information related to the Evaluation Criteria set forth in Section 2.3.3 of this Request for Proposals (limited to 20 pages).

3.1.2 Complete all blank spaces on the Proposal Form in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and sign the form. In the case of a discrepancy between the numbers and words written, the District reserves the right to consult with the Proposer and determine the correct amount.

3.1.3 In addition to the Proposal Form, provide the following information:

3.1.3.1 A description of the proposed Equipment, including all technical specifications.

3.1.3.2 A description of the Associated Services.

3.1.3.3 Per unit pricing for all Equipment and Associated Services requested in this RFP, such that the District can anticipate the total cost of all received equipment and services even should the quantity of devices be changed after bid opening but prior to an order being placed with the Proposer. The sole exception to this requirement is line items that incur a flat rate charge, such that the cost of the deliverable is not dependent upon the quantity of units ordered, i.e. Set Up Fees, Trip Charges, Delivery Labor Charges, etc.

3.1.3.4 The District is currently a Lenovo Authorized Warranty Repair Center. The District will give preference to responses that allow the district to leverage this program, but consideration will be given to every proposal where The District can utilize its investment in personnel and equipment to obtain authorization from the equipment manufacturer for reimbursement of warranty repairs performed internally. Responses to this RFP should include a statement indicating the type of partnership the Proposer holds with the original equipment manufacturer of the proposed solution. Additionally, please include certifications held by the specific personnel that will be performing the installation/configuration of the equipment to be provided.

3.1.3.5 Depending on several factors, the District may have need to modify the scope of equipment and/or services provided prior to final delivery. Responses to this RFP should include a detailed process for submission of Change Orders, as well as the amount of time needed to provide a response to the Change Order that includes impacts to timeline and total project cost.

3.1.4 Submit one complete Proposal to the District before the deadline in electronic form. The electronic copy of the Proposal shall be submitted as one PDF file, named with the Proposer's name and title of the Purchase, via email to: **Larry Parece, Director of Technology**, at Parece_L@my.westcler.org.

3.2 Opening of Proposals. Proposals will be accepted until the Response Deadline. Each Proposer is responsible for ensuring that its Proposal is received by the District in accordance with this Request for Proposals by the Response Deadline. The District reserves the right to accept a Proposal after the Response Deadline in its sole discretion.

3.3 Evaluation of Proposals

3.3.1 Standard of Award. The District intends to award the Contract for the Purchase to the Proposer submitting the Proposal determined to be in the District’s best interest and most advantageous to the District (the “Selected Proposer”), with price being considered, but not being the determining factor. The District reserves the right to negotiate pricing for the Purchase with the Selected Proposer.

3.3.2 Clarification of Proposals. The District reserves the right to discuss the contents of the Proposal with the Proposer and request additional information from the Proposer.

3.3.3 Evaluation Criteria. The District, in its sole discretion, will evaluate the Proposers and Proposals to determine which Proposal is in the District’s best interest and most advantageous to the District. In making such determination, the District may consider the following criteria, and any such other criteria as it determines proper:

3.3.3.1 Proposed Equipment. The District will assess all Proposers' conformity to hardware specifications using readily available, third party benchmarking software or independent research performed by the District. Where hardware substitutions are made, The District will, in its sole discretion, determine the suitability of such substitutions in meeting the needs of The District. The district may also consider features or capabilities not strictly defined in Section 2.1, but which it deems advantageous for the equipment's intended use(s).

3.3.3.2 Proposed Associated Services. While all services listed in “Associated Services” are necessary for the success of the Project, the District may opt to forego certain services if, in its sole discretion, it determines a more favorable acquisition would ensue. The price of any service that is dependent upon the election of another line item in the response must be clearly defined, such that the district can interpret the impact of eliminating any single service on the total cost of the project.

3.3.3.3 Proposer’s History. Proposer should have a record of consistent customer satisfaction and experience in providing similar equipment and services to other public school districts. The District may consider Proposer’s prior experience on other purchases with District

3.3.3.4 Proposer’s partnership with the original equipment manufacturer of the proposed solution.

3.3.3.5 Proposer’s history of compliance with federal, state, and local laws, rules, and regulations.

3.3.3.6 Other essential factors, as determined by the District. This includes, but is not limited to, certifications held by specific personnel that will performing the installation and configuration of the equipment to be provided.

3.3.4 By submitting its Proposal, the Proposer agrees that District’s determination of which Proposal is in the best interest of and most advantageous to the District will be final and conclusive, and that if the Proposer, or any person at Proposer's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, Proposer will reimburse District for all legal fees and expenses incurred by District that are related to such challenge, including the cost of collection.

3.4 Negotiation of Contract

3.4.1 The District may negotiate a contract with the Selected Proposer.

3.4.2 Federal Contract Provisions. The District will pay for all or part of the contract price using federal grant funding. Accordingly, the Contract Provisions for Non-Federal Entity Contracts Under Federal Award (Attachment 3, hereto) shall apply and be incorporated into any agreement with the Selected Proposer.

3.4.3 If for any reason the District and Selected Proposer are unable to negotiate and execute the Agreement, the District may suspend negotiations with the Selected Proposer and initiate negotiations with the next Proposer determined to be in the District’s best interest and the most advantageous to the District, and so on, until the contract is fully executed, or the District rejects all Proposals.

Article 4 — Additional Instructions

4.1 Questions

4.1.1 All questions must be submitted in writing to: Larry Parece, Director of Technology, at parece_l@my.westcler.org by March 26, 2024 at 3:00 p.m. local time. The questions and answers will be emailed to all individuals and firms that were provided with a copy of the Request for Proposals.

4.1.2 The District may also email other related information to the individuals and firms that were provided with a copy of the Request for Proposals.

.1.3 e a

.1.3.2 Should any question prompt the District to amend the Request for Proposal, a notice will be sent to all individuals and firms that were provided with a copy of the Request for Proposals. Addenda will be deemed to have been validly given if emailed or otherwise furnished to each Proposer’s contact person of record.

4.1.3.2 When an Addendum to this Request for Proposal is necessary less than three days before the Proposal deadline, the District may extend the Proposal deadline through an announcement via email. The District will make reasonable attempts to contact all necessary individuals.

4.2 Proposal Certifications. By submitting a Proposal, the Proposer certifies to the District that:

4.2.1 the Proposer has carefully reviewed the Contract Documents to become familiar with the requirements for the Purchase and has included all costs necessary to provide labor and materials for the Purchase in its Proposal, including incidentals, whether or not specifically called for in the Contract Documents and to become familiar with the limitations and conditions related to the Purchase covered by the Proposal and has included in the Proposal a sum to cover the cost of such items;

4.2.2 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24;

4.2.3 the Proposer is not debarred under ORC Section 153.02;

4.2.4 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

4.2.5 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

4.3 Cancellation and Rejection; Waiver of Minor Irregularities

4.3.1 The District may reject all Proposals and cancel all or any portion of this solicitation at any time for any reason. The District will have no liability to any Proposer arising out of any cancellation of this solicitation or rejection of any related submission.

4.3.2 The District shall reject a Proposal if the District determines that:

4.3.2.1 the Contract cannot be awarded under ORC Section 9.24 because the recommended Proposer has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;

4.3.2.2 the recommended Proposer is debarred under ORC Section 153.02;

4.3.2.3 the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or

4.3.2.4 the District has determined that the Proposer intended to engage in collusion with intent to defraud or other illegal practices.

4.3.3 The District may waive minor irregularities in its sole discretion.

4.4 Proposal Revision. The District may request a Proposer submit a revised Proposal to clarify any questions which may arise while evaluating the Proposals. If the District requests a clarification of any Proposal, the Proposer must submit the clarification in writing to the District within 3 business days.

4.5 Proposal Withdrawal. If the Selected Proposer withdraws its proposal after selection, the District may award the Contract to the firm next determined to be in the District's best interest and most advantageous to the District.

4.6 Applicable Law and Forum. The rights of any Proposer or any party to a subsequent Agreement shall be governed by Ohio law, and only the Court of Common Pleas of the County in which the Purchase is located shall have jurisdiction over any action or proceeding related to the Proposal or any subsequent Agreement. The Proposer irrevocably consents to that jurisdiction.

4.7 Public Records. Pursuant to ORC Section 9.28, documents submitted to the District in response to this Request for Proposal will not be available for public inspection under ORC Section 149.43 until after the District either enters into a contract for the Purchase or cancels this Request for Proposals.

Attachment 1

Proposal Form

Proposer's Name: _____

Proposer's Address: _____

Principal Contact: _____

Telephone Number: _____

Email Address: _____

Federal Tax ID Number: _____

Date Submitted: _____

Article 1 — Pricing Proposal

1.1 Equipment Pricing

The Proposer will provide the Equipment identified in its Proposal for the following pricing:

\$ _____ per Chromebook

1.2 Associated Services Pricing

The Proposer will provide the following Associated Services for the following pricing:

1.2.1 Unpacking each Chromebook at Proposer's facility and discard original packaging:

\$ _____ Per Chromebook OR Lump Sum

1.2.2 Affixing Matching, District-provided asset tags to each Chromebook and its associated charger:

\$ _____ Per Chromebook OR Lump Sum

1.2.2a Install Proposer-provided hard shell protective case on each Chromebook

\$ _____ Per Chromebook OR Lump Sum

1.2.3 Configuring each Chromebook to connect to the District's wireless network specified for student use:

\$ _____ Per Chromebook OR Lump Sum

1.2.4 Enrolling each Chromebook into the District's Google Management console:

\$ _____ Per Chromebook OR Lump Sum

1.2.5 Placing each Chromebook and charger with matching asset tag numbers into a minimum 4 mm thick, resealable plastic bag of a size to allow the bag to be fully sealed with Chromebook, charger, and associated cords and cables inside:

\$ _____ Per Chromebook OR Lump Sum

1.2.6 Providing an adequate quantity of volume packaging (bins or boxes), suitable for holding 10 to 15 individually wrapped Chromebooks with chargers and cables, such that all Chrome-books in the order can be delivered to the District in volume packaged lots of 10 to 15 devices per package:

\$ _____ Per Chromebook OR Lump Sum

1.2.7 Storing all Chromebooks included in this Project until such time as the District is prepared to take delivery of them, as late as August 1, 2023:

\$ _____ Per Chromebook OR Lump Sum

1.2.8 Delivering Chromebooks on a date and in quantities to be determined no later than July 15, 2022 to each of the District’s nine school buildings:

\$ _____ Per Chromebook OR Lump Sum

Article 2 — Addenda

2.1 Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Article 3 — Proposer’s Certifications

3.1 Proposer hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

3.1.1 Proposer has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents.

3.1.2 Proposer represents that the Proposal is based upon the Contract Documents, including but not limited to any drawings and specifications provided.

3.1.3 Proposer has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. Proposer has no outstanding questions regarding the interpretation of the Contract Documents based upon what it has observed and could reasonably have been expected to have observed.

3.1.4 Proposer and each person signing on behalf of Proposer certify, and in the case of a joint or combined proposal, each party thereto certifies as to such party’s organization, under penalty of perjury, that to the best of the undersigned’s knowledge and belief:

3.1.4.1 the Proposal amount, any Unit Prices and any Alternate items in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Proposal, Unit Prices or Alternate Items with any other Proposer;

3.1.4.2 unless otherwise required by law, the Proposal amount, any Unit Prices and any Alternate items in the Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the proposal opening, directly or indirectly, to any other Proposer who would have any interest in the Proposal amount, Unit Prices or Alternate items; and

3.1.4.3 no attempt has been made or will be made by the Proposer to induce any other individual, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

3.1.4.4 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24 or that Proposer has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section;

3.1.4.5 the Proposer is not debarred under ORC Section 153.02;

3.1.4.6 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

3.1.4.7 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

3.1.5 Proposer will enter into and execute the Agreement with the Owner, if an Agreement is awarded on the basis of this Proposal.

3.1.6 Proposer certifies that the upon the award of an Agreement, the Proposer will make a good faith effort to ensure that all of the Proposer’s employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.1.7 Proposer agrees to furnish any information requested by the Owner to evaluate the experience, resources, and qualifications of the Proposer.

Signed and Submitted:

Proposer's Name

By: _____
Signature

Printed Name & Title

Date

Attachment 2

Proposal Form

Proposer's Name: _____

Proposer's Address: _____

Principal Contact: _____

Telephone Number: _____

Email Address: _____

Federal Tax ID Number: _____

Date Submitted: _____

Article 1 — Pricing Proposal

1.1 Equipment Pricing

The Proposer will provide the Equipment identified in its Proposal for the following pricing:

\$ _____ per Chromebook

1.2 Associated Services Pricing

The Proposer will provide the following Associated Services for the following pricing:

1.2.1 Unpacking each Chromebook at Proposer's facility and discard original packaging:

\$ _____ Per Chromebook OR Lump Sum

1.2.2 Affixing Matching, District-provided asset tags to each Chromebook and its associated charger:

\$ _____ Per Chromebook OR Lump Sum

1.2.2a Install Proposer-provided hard shell protective case on each Chromebook

\$ _____ Per Chromebook OR Lump Sum

1.2.3 Configuring each Chromebook to connect to the District's wireless network specified for student use:

\$ _____ Per Chromebook OR Lump Sum

1.2.4 Enrolling each Chromebook into the District's Google Management console:

\$ _____ Per Chromebook OR Lump Sum

1.2.5 Placing each Chromebook and charger with matching asset tag numbers into a minimum 4 mm thick, resealable plastic bag of a size to allow the bag to be fully sealed with Chromebook, charger, and associated cords and cables inside:

\$ _____ Per Chromebook OR Lump Sum

1.2.6 Providing an adequate quantity of volume packaging (bins or boxes), suitable for holding 10 to 15 individually wrapped Chromebooks with chargers and cables, such that all Chrome-books in the order can be delivered to the District in volume packaged lots of 10 to 15 devices per package:

\$ _____ Per Chromebook OR Lump Sum

1.2.7 Storing all Chromebooks included in this Project until such time as the District is prepared to take delivery of them, as late as August 1, 2023:

\$ _____ Per Chromebook OR Lump Sum

1.2.8 Delivering Chromebooks on a date and in quantities to be determined no later than July 15, 2022 to each of the District's nine school buildings:

\$ _____ Per Chromebook OR Lump Sum

Article 2 — Addenda

2.1 Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Article 3 — Proposer's Certifications

3.1 Proposer hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

3.1.1 Proposer has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents.

3.1.2 Proposer represents that the Proposal is based upon the Contract Documents, including but not limited to any drawings and specifications provided.

3.1.3 Proposer has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. Proposer has no outstanding questions regarding the interpretation of the Contract Documents based upon what it has observed and could reasonably have been expected to have observed.

3.1.4 Proposer and each person signing on behalf of Proposer certify, and in the case of a joint or combined proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:

3.1.4.1 the Proposal amount, any Unit Prices and any Alternate items in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Proposal, Unit Prices or Alternate Items with any other Proposer;

3.1.4.2 unless otherwise required by law, the Proposal amount, any Unit Prices and any Alternate items in the Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the proposal opening, directly or indirectly, to any other Proposer who would have any interest in the Proposal amount, Unit Prices or Alternate items; and

3.1.4.3 no attempt has been made or will be made by the Proposer to induce any other individual, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

3.1.4.4 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24 or that Proposer has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section;

3.1.4.5 the Proposer is not debarred under ORC Section 153.02;

3.1.4.6 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

3.1.4.7 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

3.1.5 Proposer will enter into and execute the Agreement with the Owner, if an Agreement is awarded on the basis of this Proposal.

3.1.6 Proposer certifies that the upon the award of an Agreement, the Proposer will make a good faith effort to ensure that all of the Proposer's employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.1.7 Proposer agrees to furnish any information requested by the Owner to evaluate the experience, resources, and qualifications of the Proposer.

Signed and Submitted:

Proposer's Name

By: _____
Signature

Printed Name & Title

Date

Attachment 3

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014 to local districts (LEAs) and charters including State-administered programs. All recipients of federal grant dollars must comply with these rules. All provisions provided below are hereby incorporated by reference into the Owner-Contractor Agreement ("Agreement") and by entering into this Agreement, Contractor certifies the following:

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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 Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process pursuant to Article 10 of the Owner-Contractor Agreement.

(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 FR 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 Rule (C) above, this provision is hereby incorporated by reference into the Agreement.

(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 Rule (D) above, Contractor will follow all applicable Davis-Bacon Act provisions.

(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 Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.

(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 Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(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 Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(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 Rule (H) above, Contractor 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.

(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 Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Record Retention Requirements

Contractor certifies that during the term of the Agreement, Contractor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that all records will be retained 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.

Energy Policy and Conservation Act Compliance

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor 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.

Buy American Provisions Compliance

To the extent Contractor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Recovered Materials (2 C.F.R. § 200.322)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 C.F.R. § 200.336)

Contractor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor'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 Contractor's personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Complying with Federal, State, and Local Laws

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

Energy Conservation (34 C.F.R. § 75.616(c))

Contractor agrees to comply with US Department of Education regulation at 34 CFR 75.616(c) which requires the use of American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standards for Heating, Ventilation, and Air Conditioning (HVAC) projects.

Domestic Preference (2 C.F.R. § 200.322)

Contractor agrees to comply with the requirements for Domestic Preference in construction materials and supplies where applicable (2 CFR 200.322).

Assurances for Construction and Other Capital Expenditures

Contractor agrees that the project will begin in a reasonable time period and Contractor will have the final plans approved before the construction is advertised or placed on the market for bidding (34 CFR 75.605). Contractor agrees the project will be completed in a reasonable time period consistent with the approved plans and specification (34 CFR 75.606). Contractor represents that the proposed construction is functional, economical, and not elaborate in design or extravagant in the use of materials as compared to other facilities in the State or other applicable geographic area (34 CFR § 75.607).

Preservation of Historic Sites (34 CFR § 75.602)

Contractor represents it has considered the probable effects of proposed construction on any district, site, building, or structure that is included or eligible for inclusion in the National Register of Historic Places.

Health, Safety, and Disability Compliance (34 CFR §§75.609 and 75.610)

Contractor represents that it has reviewed the plans and designs for the improvement against Federal, State, and local health standards including Federal requirements regarding access by persons with disabilities, and it confirms project plans and designs comply with applicable Federal, State and local health and safety standards, as well as Federal requirements regarding access by persons with disabilities, as required by (34 CFR §§75.609 and 75.610). This certification shall be effective through the term of the Contractor's Agreement.