

Request for Proposals

for Purchase of Equipment

The Marion City School District (the “District”) seeks competitive proposals for the following equipment, subject to the terms and conditions of this Request for Proposal (the “RFP”) and accompanying materials:

Equipment: **Chromebooks**

RFP Issue Date: **April 27, 2023**

Response Deadline: **May 11, 2023 at 2:00 p.m. 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 will 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 — Description of the Equipment and Services

1.1 Chromebooks. The Selected Proposer shall provide the District Eight Hundred (800) Chromebooks, as described herein.

1.1.1 Preferred Equipment. Preference will be given to the following model, such that the District can leverage its familiarity with this model and compatibility with other technology components.

Manufacturer: Acer

Model: Chromebook 511 C734-C0FD

1.1.1 Minimum Equipment Standards. A Proposer may propose an alternative make and model of equipment as a proposed substitute, but acceptance of such proposed substitute shall be reserved to the District’s discretion. Any proposed substitute must have been designed for the education market and meet, at a minimum, the following specifications:

Processor: Intel Celeron N4500, 1.10 GHz, Dual-core (2 Core)

RAM: 4 GB Total

Storage: 32GB Flash Memory

Display: 11.6" HD (1366 x 768) Intel UHD Graphics, In-plane Switching (IPS) Technology

Battery Life: 12 Hours Battery Run Time

Camera: Front Camera/Webcam

Wireless: IEEE 802.11 a/b/g/n/ac/ax Wireless LAN
Standard

Operating System: Chrome OS

1.1.2 Substitute Equipment. A Proposer may propose an alternative make and model of equipment as a proposed substitute, but acceptance of such proposed substitute shall be reserved to the District's discretion. Any proposed substitute must have been designed for the education market and meet, at a minimum equivalent specifications to the above standards. , the following specifications:

1.2 ChromeOS License. Each Chromebook must be provided with an individual ChromeOS license.

1.3 Google Management License. Each Chromebook must be provided an individual Google Management License.

1.4 Delivery. The District intends to take delivery of all Chromebooks as soon as possible. The Selected Proposer shall be responsible for ensuring delivery of the Chromebooks to the District's facilities on a final delivery date, to be determined in the final agreement between the parties. The District's facilities have a loading dock which the Selected Proposer may utilize for delivery.

Article 2 — Proposal Submission and Selection Process

2.1 Preparation of Proposals.

2.1.1 The Proposal will include a completed Proposal Form (in the form included with this RFP as Attachment 1), 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).

2.1.2 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.

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

- .1 A detailed description of the proposed Equipment, including all technical specifications.
- .2 A detailed description of the warranty provided for the Equipment, including coverage and process for submitting and resolving warranty claims.
- .3 A statement indicating the type of partnership the Proposer holds with the original equipment manufacturer of the proposed Equipment and identification of any certifications held by the specific personnel that will be performing the installation, configuration, or warranty work for the Equipment.
- .4 Additional information the Proposer wishes to submit related to the Evaluation Criteria identified below.

2.1.4 Submit one complete Proposal to the District before the Response Deadline. The Proposal must be submitted as a single PDF file, with a file name in the format of: “[Proposer’s Name] – Marion City School District – Chromebook Proposal,” via email to: **Veronica Reinhart, Treasurer/CFO** at vrehnhart@mcsppresidents.org.

2.1.5 In addition to the above, Respondents are asked to upload an electric copy of their Proposal to the following ShareFile link:

<https://bricker.sharefile.com/r-r4294899132fc48aca3d651c523a698f9>

(To access, simply enter the ShareFile link above into your web browser, enter your email address and name then “drag and drop” your electronic file into the folder or use the browse function to locate the file.)

2.2 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.

2.3 Evaluation of Proposals.

2.3.1 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.

2.3.2 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.

2.3.3 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:

- .1 Proposed Equipment.** 35 points. Preference will be given to the Preferred Equipment identified herein. If the Proposer proposes a substitute, the District will evaluate the substitute to determine, in the District's sole discretion, the suitability of such substitute. Such evaluation will include the minimum specifications identified in Section 1.1.1, but the District reserves the right to also consider features or capabilities not strictly defined in Section 1.1.1, but which it deems advantageous for the equipment's intended use(s).
- .2 Proposer's History.** 20 points. Proposer should have a record of consistent customer satisfaction and experience in providing similar equipment and services to other public school districts. The District shall consider Proposer's prior experience with the District.
- .3 Proposer's Warranty Approach.** 20 points. Proposer should have an established and satisfactory system of addressing and resolving warranty claims.
- .4 Proposer's partnership with the original equipment manufacturer of the proposed solution.** 10 points.
- .5 Proposer's history of compliance with federal, state, and local laws, rules, and regulations.** 5 points.
- .6 Other essential factors, as determined by the District.** 10 points. 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.

2.3.4 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.

2.4 Negotiation of Contract.

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

2.4.2 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 2, hereto) shall apply and be incorporated into any agreement with the Selected Proposer.

2.4.3 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 3 — Additional Instructions

3.1 Questions. All questions must be submitted via email to Tabatha Varner, Educational Technology Supervisor at tvarner@mcspresidents.org, with a copy to Veronica Reinhart, Treasurer/CFO at vreinhart@mcspresidents.org, by May 5, 2023 at 3:00 p.m. The questions and answers will be emailed to all individuals and firms that were provided with a copy of the Request for Proposals.

3.2 Addenda.

3.2.1 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.

3.2.2 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.

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

3.3.1 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;

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

3.3.3 the Proposer is not debarred under ORC Section 153.02;

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

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

3.3.6 the Proposer does not have a conflict of interest and can certify so by providing a sworn affidavit (in the form included with this RFP as Attachment 3).

3.4 Cancellation and Rejection; Waiver of Minor Irregularities.

3.4.1 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.

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

- .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;
- .2** the recommended Proposer is debarred under ORC Section 153.02;
- .3** the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or

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

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

3.5 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.

3.6 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.

3.7 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.

3.8 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

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

\$ _____ per Chromebook with 1-year warranty

\$ _____ per ChromeOS License

\$ _____ per Google Management Console License

\$ _____ Delivery Charges: ☐ Per Chromebook
☐ 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:

- .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;
- .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** 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.
- .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;
- .5** the Proposer is not debarred under ORC Section 153.02;
- .6** the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and
- .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

Contract Provisions for Non-Federal Entity Contracts under Federal Awards (K-12 Projects)

All provisions provided below are hereby incorporated by reference into the contract to which this Exhibit is attached (the "Agreement") and by entering into this Agreement, Contractor certifies the following:

Appendix II to Part 200 Contract Provisions

(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, subject to the terms and conditions of the Agreement, if any.

(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).

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
(2 C.F.R. § 200.216)

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.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
(2 C.F.R. § 200.321)

The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

Contractor agrees, as appropriate and to the extent consistent with law, and to the greatest extent practicable, to purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Recovered Materials
(2 C.F.R. § 200.323)

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.

Record Retention
(2 C.F.R. § 200.334)

The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of three years from the date of the completion of the project.

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.

Assurances for Construction and Other Capital Expenditures
(34 C.F.R. §§ 75.605 – 75.607)

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. Contractor agrees the project will be completed in a reasonable time period consistent with the approved plans and specification. 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.

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.

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.

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.

Attachment 3

Conflict of Interest Affidavit

CONFLICT OF INTEREST AFFIDAVIT
(THIS AFFIDAVIT IS PART OF THE AGREEMENT)

STATE OF _____)
County of _____) ss:

_____, _____ for
(Individual's Name) (Title/Position)
_____, first being duly sworn according to law,
(Vendor/Contractor)

deposes and says on behalf of Vendor/Contractor that:

1. I have the authority on behalf of Vendor/Contractor and the knowledge to make the statements in this Affidavit.
2. On behalf of the Vendor/Contractor, I certify that the Vendor/Contractor is not aware of any employee, officer, staff member or agent of the Owner; any member of his or her immediate family; or any organization, which employs, or is about to employ, any of the preceding, has a financial or other interest in the contractor or firm selected for award.
3. Further, on behalf of the Vendor/Contractor, I certify that the Vendor/Contractor is aware of all applicable ethics and conflicts of interest statutes, rules, and regulations, including but not limited to 2 CFR 200.112, and that Vendor/Contractor and its officers and employees are in compliance with these statutes, rules, and regulations.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless Owner for all damages incurred as a result of a material misstatement herein.

Signature

Affiant

Vendor/Contractor

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

(Seal)

Notary Public