



Business

Department

School Administration Building  
304 New York Ave  
Oak Ridge, Tennessee 37830  
Phone (865) 425-9005  
Fax (865) 425-9060

## Request for Proposal

### ***Description of items/services requested:***

The Oak Ridge Schools Board of Education is soliciting proposals for School Milk Coolers for the district **(RFP 23-012) School Milk Coolers**.

### ***General Requirements:***

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **2:00PM EDT, May 3, 2023**. Every document must be enclosed in an envelope clearly marked as a bid document. Two full copies of the proposal must be submitted each with original signatures on both Bid Forms (included in this packet). Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for no less than sixty (60) days from the date of the bid.

All documents shall be submitted to the following address:

Mary Ann Riley, Purchasing Specialist  
Re: School Milk Coolers  
(RFP 23-012)  
Oak Ridge Schools  
304 New York Ave  
Oak Ridge, TN 37830

**Specifications:**

Please see the following cut sheets for specifications on the milk coolers.

Model SM34HC-S Quantity: 1

Model SM58HC-S Quantity: 19

Approval of the winning bidder by BOE will be made on May 23, 2023.

Delivery will be required by June 30, 2023.



# BEVERAGE-AIR.

Project: _____	AIA#
Item: _____	
Location: _____	SIS#
Approved: _____	

## SCHOOL MILK COLD WALL COOLER

SM34HC Single Access Cooler  
Hydrocarbon Series

MODEL:  
SM34HC-S

SM34HC SINGLE ACCESS, COLD WALL: SCHOOL MILK SERIES



**3 Year Parts/Labor Warranty**  
**Additional 4 Year Compressor Warranty**

### CABINET CONSTRUCTION

- Stainless steel exterior and interior
- Stainless steel lids, hinged door and door latches
- Self-latching doors/lids with safety bumpers
- Full electronic control
- Heavy-duty epoxy coated steel wire floor racks standard
- Floor drain is centrally located for easy cleaning and connecting to drain hose with hose adapter
- Flexible compression door gaskets, ensures a tight seal
- Exterior thermometer
- Cylinder lock
- 4" Heavy-duty plate casters (2 with locks)
- Cold wall milk coolers are designed to hold product temperature during service. Product should be removed at the end of service and moved to long-term, refrigerated storage

### OPTIONS & ACCESSORIES

- Corner bumpers
- Cafeteria tray slides
- Graphics

### REFRIGERATION SYSTEM

- Uses environmentally friendly, energy efficient R290 refrigerant, and meets all regulatory requirements for CARB, SNAP, DOE & more
- Maintains product temperature between 36°F to 40°F



  
Please verify qualifying units by visiting:  
[www.energystar.gov/cfs](http://www.energystar.gov/cfs)

3779 Champion Blvd., Winston-Salem, NC 27105  
1-888-845-9800 Fax: 1-336-245-6453  
Beverage-Air.com Sales@bevair.com

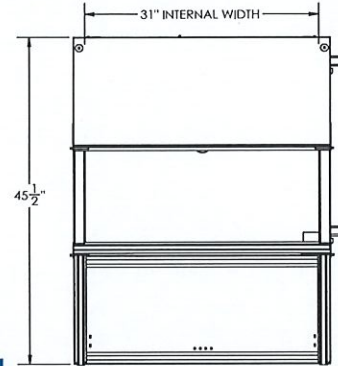


# BEVERAGE-AIR.

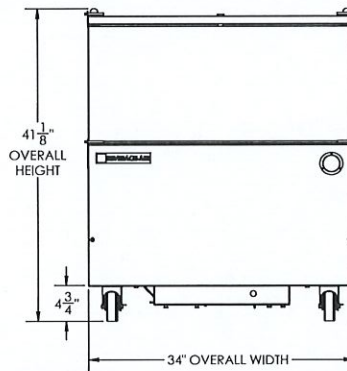
MODEL	SM34HC-S
<b>EXTERNAL DIMENSIONAL DATA</b>	
Width Overall (in)	34"
Depth Overall (in)	30 5/8"
Height Overall with Casters (in)	41 1/8"
Number of Lids/Doors	Single Access
Depth with Door Open 90° (in)	45 1/2"
<b>INTERNAL DIMENSIONAL DATA</b>	
NET Capacity (cubic ft.)	12.73
Internal Width Overall (in)	31"
Internal Depth Overall (in)	27"
Internal Height Overall (in)	25 3/4"
<b>CASE CAPACITY</b>	
13" X 13" X 11"	8
19" X 13" X 11"	4
<b>ELECTRICAL DATA</b>	
Full Load Amperes	2.2
<b>REFRIGERATION DATA</b>	
Horsepower	1/3
Capacity (BTU/Hr)	1224
Heat Rejection (BTU/Hr)	1836
Charge (lbs/grams)	0.1323/60
<b>SHIPPING DATA</b>	
Gross Weight - Crated	252 lbs
Height - Crated	48"
Width - Crated	37"
Depth - Crated	34"

## School Milk Cooler - Single Access Model: SM34HC-S

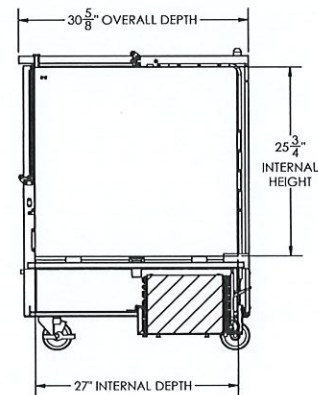
### Model Views



PLAN VIEW



ELEVATION VIEW



SIDE VIEW

### ELECTRICAL CONNECTION



115/60/1  
NEMA 5-15P

Units pre-wired at  
factory and include 8'  
long cord and plug set.



3779 Champion Blvd., Winston-Salem, NC 27105 1-888-845-9800 Fax: 1-336-245-6453 Beverage-Air.com Sales@bevaair.com

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# BEVERAGE-AIR.

Project: _____	AIA#
Item: _____	SIS#
Location: _____	
Approved: _____	

## SCHOOL MILK COLD WALL COOLER

### SM58HC Single Access Cooler

#### Hydrocarbon Series

**MODEL:**  
**SM58HC-S**



**3 Year Parts/Labor Warranty**  
**Additional 4 Year Compressor Warranty**

#### CABINET CONSTRUCTION

- Stainless steel exterior and interior
- Stainless steel lids, hinged door and door latches
- Full electronic control
- Heavy-duty epoxy coated steel wire floor racks standard
- Floor drain is centrally located for easy cleaning and connecting to drain hose with hose adapter
- Flexible compression door gaskets, ensures a tight seal
- Exterior thermometer
- Cylinder lock
- 4" Heavy-duty plate casters (2 with locks)
- Cold wall milk coolers are designed to hold product temperature during service. Product should be removed at the end of service and moved to long-term, refrigerated storage

#### OPTIONS & ACCESSORIES

- Corner bumpers
- Cafeteria tray slides
- Graphics

#### REFRIGERATION SYSTEM

- Uses environmentally friendly, energy efficient R290 refrigerant, and meets all regulatory requirements for CARB, SNAP, DOE & more
- Maintains product temperature between 36°F to 40°F

**SM58HC SINGLE ACCESS, COLD WALL: SCHOOL MILK SERIES**



  
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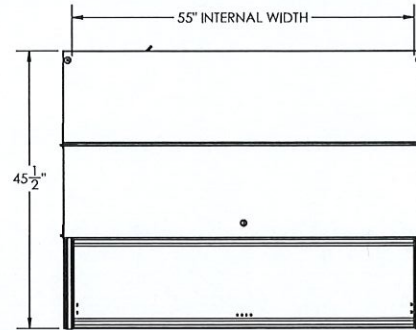
# BEVERAGE-AIR.

MODEL	SM58HC-S
<b>EXTERNAL DIMENSIONAL DATA</b>	
Width Overall (in)	58"
Depth Overall (in)	30 5/8"
Height Overall with Casters (in)	41 1/8"
Number of Lids/Doors	Single Access
Depth with Door Open 90° (in)	45 1/2"
<b>INTERNAL DIMENSIONAL DATA</b>	
NET Capacity (cubic ft.)	22.63
Internal Width Overall (in)	55"
Internal Depth Overall (in)	27"
Internal Height Overall (in)	25 3/4"
<b>CASE CAPACITY</b>	
13" X 13" X 11"	16
19" X 13" X 11"	10
<b>ELECTRICAL DATA</b>	
Full Load Amperes	2.2
<b>REFRIGERATION DATA</b>	
Horsepower	1/3
Capacity (BTU/Hr)	1434
Heat Rejection (BTU/Hr)	2151
Charge (lbs/grams)	0.165/75
<b>SHIPPING DATA</b>	
Gross Weight	376 lbs
Height - Crated	48"
Width - Crated	61"
Depth - Crated	34"

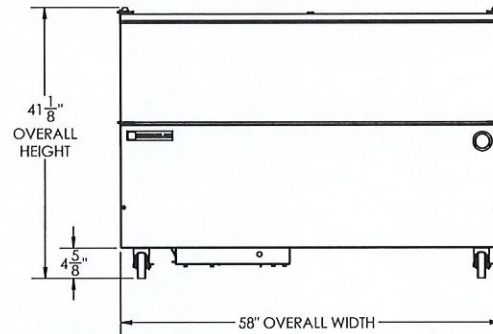
## School Milk Cooler - Single Access

Model: SM58HC-S

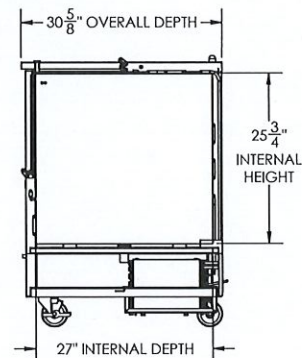
### Model Views



### PLAN VIEW



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### **Submission Requirements:**

1. A detailed bid form, which includes the total cost of required components, setup, and shipping must be included in the bid package. Please include specification sheets on all products/terms.
2. **Two full copies of the proposal must be submitted**, with original Bid Form included with each copy.
3. Delivery will be received between 7:30am and 3:00pm M-F. Delivery address: 100 Woodbury Lane, Oak Ridge, TN 37830. The delivery location does not have a loading dock, but there is a forklift available to offload deliveries.
4. A detailed description of all warranties and support for equipment and software must be included.
5. Any license or renewal cost(s) should be included in the bid package.
6. A copy of your W-9 should be included with bid documents.
7. Any questions should be directed to Mary Ann Riley via email: [mriley@ortn.edu](mailto:mriley@ortn.edu).

### **Schedule:**

1. Sealed bids will be opened at the School Administration Building, 304 New York Ave., Oak Ridge, TN 37830 at **2:00pm EST, May 3, 2023**.

## Bidding Procedures

**Location:** All bids must be submitted to the Oak Ridge Schools Business Department at or before the announced deadline.

Mary Ann Riley,  
Purchasing Specialist  
School Milk Coolers  
RFP 23-012  
304 New York Ave.  
Oak Ridge, TN 37830

**Award of Contract:** The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oak Ridge Schools may conduct such investigations, as it deems necessary, to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. It is also understood that the "apparent low bidder" will be announced at the bid opening; however the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration. Award is contingent upon Oak Ridge Schools Board of Education approval.

**Bid Document:** For certain projects the Owner will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the "bid invitation."

**EDGAR Certification:** The EDGAR certifications and provisions are required and applied when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

**Facsimile transmissions:** Electronic transmissions will not be accepted, except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

**Hold Harmless Agreement:** Bidders shall be required to complete the attached Hold Harmless Agreement.

**Laws and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**Legal Issues:** Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bids will be denied if these provisions are not included in the contract.



**Non-Boycott of Israel Affidavit:** Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

**Non-Collusion Affidavit:** Bidder shall be required to complete the attached Non-Collusion Affidavit.

**Payments:** Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Oak Ridge Schools Business Department discourages the practice of picking up checks in person unless there is an emergency situation.

**Purchase:** No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

**Sub-contracts:** The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

**Subcontractors and employees:** If work is to be performed during regular school hours when children are present, the B O E reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

**Taxes:** Oak Ridge Schools is tax exempt.

**Tie Bids:** If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

**Title VI of the Civil Rights Act of 1964:** All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Oak Ridge Schools strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

**Vendor Indemnify:** Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

**Warranty:** The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

**Bid Form**

Owner: Oak Ridge Schools Board of Education  
Mary Ann Riley, Purchasing Specialist  
School Administration Building  
304 New York Ave  
Oak Ridge, TN 37830

Project: School Milk Coolers

(RFP 23-012)

Bid Opening: **2:00 PM 5/3/2023**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Main Bid:** *This Price is to be for the complete package (including any fees/charges), materials, licenses, labor, and delivery.*

**Bid Amount:**

School Milk Coolers: \$ \_\_\_\_\_ USD

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please attach detailed specifications.**

**HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between \_\_\_\_\_

Name of Contractor

(Hereinafter Contractor), and Oak Ridge Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

\_\_\_\_\_.

\_\_\_\_\_  
Signature

Witness by hand and Notaries seal at office this \_\_\_\_\_ day of \_\_\_\_\_,  
year of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY DESIGN-BUILDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Office

Notary Seal

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

**IRAN DIVESTMENT ACT REQUIREMENTS**

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department’s Central Procurement Office\*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

**CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A. § 12-12-106*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm/Company

\*[https://tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_An\\_n.\\_12-12-106.\\_Iran\\_Divestment\\_Act-July.pdf](https://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_An_n._12-12-106._Iran_Divestment_Act-July.pdf)

**EDGAR CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

Oak Ridge Schools is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Oak Ridge Schools along with your proposal.

The following certifications and provisions are required and apply when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**  
**APPENDIX II TO 2 CFR PART 200**

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**(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 Oak Ridge Schools expends federal funds, Oak Ridge 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 Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when Oak Ridge Schools expends federal funds, Oak Ridge 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 Vendor in the event Vendor 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. Oak Ridge Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Oak Ridge Schools believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and Oak Ridge Schools reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(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 Oak Ridge Schools expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(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 SAISD expends federal funds, Vendor certifies that Vendor 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 SAISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(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 Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(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 Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(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 Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor 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 Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(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.**

- (1) Pursuant to Federal Rule (I) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor 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:
- (2) 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.
- (3) 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.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**EMPLOYMENT VERIFICATION  
FAR 22.18**

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As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Oak Ridge Schools for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor 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 Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS  
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

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When federal funds are expended by Oak Ridge Schools, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Oak Ridge Schools expends federal funds for any contract resulting from this procurement process, Vendor 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 Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Corporate/Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Corporate/Company Website: \_\_\_\_\_

DUNS #: \_\_\_\_\_

CAGE#: \_\_\_\_\_

Oak Ridge Schools RFP # \_\_\_\_\_