

Portage Public Schools Commissioning Agent RFP

Release date: November 29, 2016

Mandatory pre-proposal meeting 10am December 8, 2016 (See A-11)

Questions due no later than 4pm December 12, 2016 (See A-9)

Electronic proposal response due by 2pm December 15, 2016 (See A-7)

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PART I - TECHNICAL PROPOSAL

SECTION A GENERAL INFORMATION

A-1 Purpose

Portage Public Schools requests written proposals to secure Commissioning Agent(CA) services for four new buildings – new Portage Northern Middle School, new Portage Central Natatorium, new Portage Central Middle School and new Portage Northern Natatorium (to be constructed in that order, see schedule information in next section). The Owner is committed to Commissioning to ensure that all systems are well designed, complete and functioning properly upon occupancy, and that the Owner's staff have adequate system documentation and training.

A-2 Background & Project Description

In November of 2015 the residents of the Portage Public School District approved a bond program to fund the construction of two new middle schools and two new natatoriums among other improvements. The project have been in the planning process since early in 2016 and construction on the first projects will begin in the spring of 2017.

Summary of Project Scope & General Project Requirements:

1. Two new Middle Schools, 138,000 GSF each; two new Natatoriums, 23,200 GSF each - see attached Schematic Design drawings and Mechanical/Electrical Systems Narratives. The buildings are prototypes.
2. Compliance with the latest edition of the Michigan Building Code.
3. Utilize Building Information Modeling (BIM)
4. LEED Certification is not being pursued.
5. Walbridge is the Owner's Representative; C2ae/Stantec is the project designer, and Owen Ames Kimball is the Construction Manager for the project.
6. Summary of Project Schedules:

Central Natatorium -	Bidding / Award – December 2016-Feb 2017 Construction – Spring 2017 – Summer 2018
North Middle School	Bidding / Award – January – March 2017 Construction – Spring 2017 – Spring 2019
Central Middle School	Bidding / Award – November – December 2017 Construction – Spring 2018 – Spring 2020
Northern Natatorium	Bidding / Award – Winter/Spring 2019 Construction – Summer 2019 – Fall 2020

A-3 Objectives

The objective of Commissioning is to provide documented confirmation that the facilities fulfill the functional and performance requirements of the building owner, occupants, and operators. To reach this goal, it is necessary for the commissioning process to document the owner's criteria for system function, performance, and maintainability; as well as to verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals and training on system operation should be provided to the building operators to ensure the building continues to operate as intended.

The Commissioning Agent (CA) is to be involved from the Design through the Warranty phase. The primary role of the CA during the Design and Construction Document phases is to develop detailed commissioning specifications and a commissioning plan to ensure the completed project meets the Owner's objectives.

During Construction, the CA develops and coordinates the execution of a testing plan, which includes observing and documenting all systems' performance to ensure systems are functioning in accordance with the Owner's objectives and the contract documents. The CA is not responsible for design or general construction scheduling, cost estimating, or construction management.

A-4 Scope of Work

The CA shall be responsible for carrying out the following tasks. The proposer is free to

suggest improvements to the following task list, but for this proposal it is assumed these tasks will be completed. For this proposal Design Development Phase, Construction Document Phase, Construction Phase, and Warranty Phase services are requested.

Design / Construction Document Phase

1. Assemble Commissioning team, hold a scope meeting and identify responsibilities. Ensure full engagement of Owner's facilities team in the commissioning planning and execution effort.
2. Assist in the development of Owner Objectives documentation (design intent) and review for clarity and completeness.
3. Review the development of the Design Record documentation by design team members (Owner Objectives, Design Narrative; Design Basis). Incorporate the documentation in the Commissioning record.
4. Develop a draft Construction phase Commissioning Plan using an outline provided to and approved by the Owner.
5. Perform focused reviews of the design, drawings and specifications at various stages of the contract document phase.
6. Develop full commissioning specifications for all commissioned systems. Coordinate with and integrate into the specifications of the architect and engineers. One or more of the following documents can be used as a guide: 1) Model Commissioning Plan and Guide Specifications, USDOE/FEMP; Portland Energy Conservation, Inc. (PECI), 2) The HVAC Commissioning Process, ASHRAE Guideline 1-1996. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues, deficiency resolution; construction checklist and startup requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each system being commissioned.
7. Coordinate a controls integration meeting where the electrical and mechanical engineers and the Commissioning Agent discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities are clearly described in the specifications.
8. Attend pre-bid meeting to answer commissioning related questions.

Construction Phase

1. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
2. Coordinate the commissioning work and, with the Contractor, ensure that commissioning activities are being scheduled into the master schedule.

3. Revise, as necessary, the construction phase commissioning plan developed during design, including scope and schedule.
4. Plan, conduct, commissioning meetings as needed and distribute minutes.
5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
6. Review normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
7. Review requests for information and change orders for impact on commissioning and owner's objectives.
8. Write and distribute construction checklists for commissioned systems.
9. Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
10. Perform site visits, as necessary, to observe component and system installations. Prepare reports for each visit. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
11. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
12. Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.
13. Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
14. Document systems startup by reviewing start-up reports and by selected site observation.
15. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
16. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This will include manual functional testing, energy management control system trending and may include stand-alone data-logger monitoring. Submit to Contractor for review and approval if required.
17. Analyze functional performance trend logs and monitoring data to verify performance.
18. Coordinate witness and document manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors,

and spot-checked by the commissioning provider during functional testing.

19. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone data loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the commissioning provider and the Owner.
20. Prepare test plans for, assist with execution of, and document tests of commissioned equipment overseen by regulatory authorities and ensure that such tests meet the testing rigor desired by the regulatory agency.
21. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the Owner and Owner's Representative. Provide to the Owner written progress reports and test results with recommended actions.
22. Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.
23. Oversee and approve the training of the Owner's operating personnel.
24. Review as-built drawings and O&M manuals of commissioned systems for completeness.
25. Compile a Commissioning Record, which shall include:
 - A. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - 1) Equipment meeting the equipment specifications,
 - 2) Equipment installation,
 - 3) Functional performance and efficiency,
 - 4) Equipment documentation, and
 - 5) Operator training.
 - B. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
 - C. Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests, trend log analysis and as-built drawings.
26. Compile a Systems Concepts and Operations Manual that consists of the following: Owner Objectives (by owner); Design Narrative and Basis of Design (by designer); Performance metrics, if completed during design; space and use descriptions, single line drawings and schematics for major systems (by designer); control drawings, sequences of control (by contractor); and a table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown,

instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for re-commissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them (all by commissioning provider).

Warranty Period

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
2. Return to the site at 10 months into the 12 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

A-5 Systems to be Commissioned

The following systems and assemblies will be commissioned:

1. Mechanical Systems
 - a. Air Handling Systems
 - b. HVAC Zone Control
 - c. Kitchen exhaust system (hoods, ducts, fans, and controls)
 - d. Cooling System Components
 - e. Steam and Condensate (if applicable)
 - f. Heating Hot Water
 - g. Domestic Hot Water
 - h. Snowmelt system (if applicable)
 - i. Fire pump, fire protection sprinkling, FDC system
 - j. Elevator sump pumps
 - k. Fire alarms, dampers and suppression
 - l. Temperature Controls
 - m. Test and Balance
 - n. Labeling of equipment, piping and components
2. Electrical Systems
 - a. Power distribution, lighting and occupancy sensors
 - b. Distribution panels

A-6 Issuing Office

The single point of contact for this Request for Proposal is:

Karen Dentler
Purchasing Department
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002
Phone: 269-323-5181
Email: kdentler@portageps.org

A-7 Contract Award

Contract award will be undertaken by Portage Public Schools with the Professional whose proposals the issuing office determines to be in the district's best interest.

Requests for proposals for this project will be responded to in two parts.

PART I - TECHNICAL PROPOSAL

PART II - COST PROPOSAL

You are requested to submit a concise, written proposal of services in the format, sequence and in accordance with the directions outlined.

A PDF file of the submission is to be emailed to the issuing office kdentler@portageps.org by **2 pm on Thursday December 15, 2016**.

The Proposal should be prepared simply and economically, providing a straightforward comprehensive description of the professional's ability to meet the requirements of the proposal. Proposals must be signed by an official authorized to bind the professional to its provisions.

The proposal will be considered a contract document.

A-8 Selection Criteria

The written proposals for firms will be evaluated according to the following criteria:

1. Clarity of the proposed Commissioning Plan, and a clear understanding of the project scope and key issues.
2. Qualifications of key individuals and expertise of the team in performing the services required by the project. Key individual(s) are preferred to have an ASHRAE CPMP certification (or equivalent). Please indicate any such certifications.
3. Proposed approach to facilitate communication and execution of tasks.
4. Past experience in performing similar services.
5. Fee Proposal.
6. Logistics Plan of consultant team, including daily communications, methods and the proximity to the construction site.

A-9 Inquiries

A respondent requiring clarification or interpretation of this Request for Proposal shall make a written request no later than 4 PM on Monday, December 12 via email to kdentler@portageps.org.

A-10 Addenda to the Request for Proposal

Bidders shall make written requests for any interpretation or correction of any ambiguity, inconsistency or error in the Request for Proposal which is discovered. These questions shall be submitted by the date noted in A-11. Only a written interpretation or correction by Addenda shall be binding. No explanation or interpretations requested or made orally will be considered binding. In the event that it becomes necessary to amend any part of this Request for Proposal, addenda will be provided to all professionals who initially received the Request for Proposal.

A-11 Pre-Proposal Meeting

A mandatory Pre-Proposal Meeting will be held at the Portage Schools Administration Building, 8107 Mustang Drive on Thursday, December 8, 2016 at 10 am.

A-12 Prime Professional Service Contractor Responsibilities

The professional is required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, Portage Public Schools will consider the professional to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

A-13 Firm Interview

The apparent successful team will be required to participate in a pre-award meeting with the PPS project team prior to contract award. This meeting will occur on Thursday, January 5, 2017. Time to be determined.

A-14 Confidentiality

No part of the proposal can be considered proprietary or confidential. As required by law, submittals could become public information.

SECTION B PROPOSAL FORMAT

(Proposals must be submitted in the format outlined below):

B-1 Executive Summary - One (1) page maximum.

Summarize your strong points and describe how your experience will benefit this project.

B-2 Statement of the Problem - Two (2) page maximum

State in succinct terms your understanding of the major issues of this project.

B-3 Management Summary - Two (2) pages maximum

Briefly describe how you intend to address the major issues of the project.

B-4 Work Plan

Proposals need not be voluminous, but shall provide sufficient information to allow the Owner to evaluate the Consultant's approach, experience, staff and availability.

B-5 Manpower

List the individual(s) who will be the Commissioning Agent for the design phase and for the construction phase of the contract (they may be different people). Describe his or her relevant qualifications and experience. This information is required in addition to any resumes the proposer submits.

Provide resumes for key staff and sub-consultants. The resumes shall include specific information about expertise in commissioning tasks, (e.g. design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, etc.).

Briefly describe relevant experience of the proposer's team in the following areas. List each party's involvement.

- a) projects similar to this one;
- b) traditional test and balance;
- c) O&M experience;
- d) energy-efficient equipment design and control strategy optimization;
- e) building simulation;
- f) life cycle costing;
- g) experience in environmental sustainable design;
- h) project and construction management

The professional must be able to staff a project team with the qualifications and expertise necessary to undertake a project of this scope.

B-6 Interface With Contractor

Describe your preferred method for interface with contractor(s). Give examples of recently completed projects of at least the scale of this project, and pre-construction estimate, contractor's initial pricing, change orders and contractor references for each project.

B-7 Additional Information and Comments

Include any other information that is believed to be pertinent, but not specifically requested.

B-8 Terms and Conditions:

The respondent is responsible for all associated costs incurred in responding to this Request for Proposal (RFP). No claims for any such costs will be honored by the University.

No part of these proposals will be considered proprietary. All pricing and documentation included with your proposal could become public information.

This "Request for Proposal" is in no way a commitment on the part of the District to contract for professional services. Portage Public Schools reserves the right to reject any and all submittals or to accept or negotiate with any parties it deems advantageous.

The proposal must be signed by an officer of your firm with the authority to commit the firm.

B-9 SELECTION PROCESS

Owner staff shall review all proposals and select and rank the most qualified Consultants. The selection and ranking shall be based on the criteria established in section A-10 of this document.

The Owner will negotiate/interview with a short list of consultants on the tasks, staffing, and schedule and fee proposal. Negotiations may be formally terminated if they fail to result in a contract within a reasonable time period.

B-10 CHANGE IN PERSONNEL

If the commissioning firm's personnel or sub consultants change for this project, the Owner must review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

PART II - COST PROPOSAL

Instructions

Part II shall carefully interface all tasks and phases of the work plan identified in Part I. Cost shall be estimated using proposed rates for personnel performing a direct service, plus all reimbursable work including a handling charge multiplier, if proposed.

Provide a Not to Exceed Total Cost to accomplish the work with a breakdown per the Project Compensation Sheet. Reimbursable costs are also to be listed in the Compensation Sheet. Also provide an hourly rate for each team member for additional work subsequently authorized that exceeds the approved scope of work.

Reimbursements shall include costs for reproduction of the drawings and specifications and for postage and handling the documents for bidding purposes or construction of the project, except those for the use of the professional and those necessary for the state review, approval or record, laboratory or on-site tests or specialized inspections of the structural, mechanical, electrical, chemical or other components of the project.

The design stage tasks shall cumulatively include any contingent services required for subsequent issuing and processing of bulletins arising from, but not limited to, design omissions, code compliance (precipitating either from plan review or field inspection), modification of existing structures or systems necessary to achieve the intent of the project statement.

The design stage services shall include either by cumulative allowance or by specific task, the furnishing of all project data and services necessary to legally implement the project. This includes, but may not be limited to, code reviews and/or interpretations, meetings, presentations, hearings, utility allocations, requests, and/or connections, easements or permits.

Any contract issued pursuant to this proposal anticipates that the professional will provide, but shall not seek compensation for services necessary to respond to and resolve contractor claims arising wholly or in part from design errors or omissions or other aspects of the design or for any aspect of the professional's performance which is inconsistent with the professional or construction contracts. No task or part thereof may include costs for such efforts.

For each task, identify the estimated hours for each employee and include the rate for the employee. Please note that employees of a separate professional firm or consultant, if proposed, should also be included and noted.

Identify name, address, description of work and the amount of all direct expenses of a reimbursable nature.

Utilizing the format shown in the attached Professional Services agreement, carry forward the previously determined subtotal amounts.

The proposed rates should include, but not limited to, such items as fringe benefits, vacations, sick leave, insurance, meals, lodging, travel, all computer time, and/or services, telephone services, reproduction services for other than bid documents, employees not providing a direct service, other indirect costs, profit, etc.

Similarly, indicate the multipliers that cover your handling fee for reimbursable work. Any multiplier above 1.0 must be supported with documentation explaining the handling charge. Repeat the above for each phase and summarize all phases. The combination of all phases shall become the proposed maximum cost for all design services.

ATTACHMENT "B"

B.1 PROFESSIONAL COMPENSATION CALCULATION

The following instructions are to be used by the Professional to determine the allowable fee for compensation on this project.

1. No further compensation will be paid as a part of the Professional's compensation unless the District requires the Professional to make alterations or revisions to the scope of work that substantially depart from the design direction accepted in the preceding phases of the project and which cause the Professional an unusual and unanticipated expense. If the Professional determines that such alterations or revisions do substantially depart, the Professional will notify the District's representative in writing within seven days of original notification by the District's representative to perform such work and will do no work unless the written agreement for additional compensation is entered into by the District and the Professional. The District will compensate the Professional for such amount only as will be agreed upon in writing.
2. Compensation to the Professional and it's Consultants shall be on an hourly basis for services rendered, except for any reimbursable expenses provided for in this Agreement. Total compensation for any phase may not exceed the amount authorized for that phase. Compensation for services and reimbursable expenses shall not exceed the amount authorized in the Agreement or Agreement change issued by the District to the Professional and such service shall not be rendered and such expense shall not be incurred prior to the issuance of such order.
3. Compensation to the Professional and it's Consultants shall be determined using proposed (subject to negotiation) and approved hourly rates. Rates will be inclusive of all costs.
4. Reimbursable expenses shall be direct costs to the project that have been approved by the District in writing and shall have a markup of no more than 1.0.
5. It is expressly understood by both parties that the amount set forth on these project sheets are maximum, not-to-exceed amounts, and that no amount shall be moved or changed from one line item, project, or budget amount into another without the Owner's prior, express written Acceptance.

**PROJECT COMPENSATION SHEET – Complete one sheet for each of the four projects
PC Natatorium, PNMS, PCMS, PN Natatorium**

PROJECT TITLE: _____

PROJECT DESCRIPTION: _____

Compensation to the Professional for individual tasks described in Article 1 shall not exceed the following amounts unless authorized by Agreement change order.

<u>PROJECT PHASE</u>	<u>MAN HOURS</u>	<u>RATE</u>	<u>AMOUNT NOT TO EXCEED</u>
100 Study			
Staff	_____ X	_____ =	\$ _____
Consultants	_____ X	_____ =	\$ _____
Reimbursable	_____ X	_____ =	\$ _____
TOTAL			\$ _____
200 Program Analysis			
Staff	_____ X	_____ =	\$ _____
Consultants	_____ X	_____ =	\$ _____
Reimbursable	_____ X	_____ =	\$ _____
TOTAL			\$ _____
300 Schematic Design			
Staff	_____ X	_____ =	\$ _____
Consultants	_____ X	_____ =	\$ _____
Reimbursable	_____ X	_____ =	\$ _____
TOTAL			\$ _____
400 Design Development			
Staff	_____ X	_____ =	\$ _____
Consultants	_____ X	_____ =	\$ _____
Reimbursable	_____ X	_____ =	\$ _____
TOTAL			\$ _____
500 Construction Documents			
Staff	_____ X	_____ =	\$ _____
Consultants	_____ X	_____ =	\$ _____
Reimbursable	_____ X	_____ =	\$ _____
TOTAL			\$ _____
600 Pre Construction			
Staff	_____ X	_____ =	\$ _____
Consultants	_____ X	_____ =	\$ _____
Reimbursable	_____ X	_____ =	\$ _____
TOTAL			\$ _____
700 Construction			
Staff	_____ X	_____ =	\$ _____
Consultants	_____ X	_____ =	\$ _____
Reimbursable	_____ X	_____ =	\$ _____
TOTAL			\$ _____
PROJECT GRAND TOTAL			\$ _____

Professional's Signature: _____ Date _____

IRAN ECONOMIC SANCTIONS ACT

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan (MCL 129.313) must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at the time of submittal.

CERTIFICATION

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business", as that term is defined in the Act.

_____	_____
Signature	Title
_____	_____
Company	Date

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

As required by Public Act 232 of 2005, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Portage Public Schools Board of Education or the Superintendent of Schools.

The undersigned, the owner or authorized officer of _____ (the "Bidder"), hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company and any member of the Portage Public Schools Board of Education or the Superintendent of Schools. If such a relationship exists, please explain:

Attach additional pages if necessary

By: _____ (Bidder Signature)

Title: _____ (type or print)

Date: _____

Subscribed and Sworn to Before Me:

This _____ day of _____, 20__ A.D., in and for the

County of _____, State _____

My Commission expires _____.

Signature of Notary

LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Vendor/contractor will notify the Portage Public Schools Business Office immediately upon becoming suspended or debarred if there is any current or ongoing contract or agreement in place between the district and the vendor/contractor.

Firm Name: _____
Address: _____
Phone & E-mail: _____

Name, title and signature of individual duly authorized to execute contracts:

Name: _____
Title: _____
Signature: _____