

BID COVER SHEET

BID NO.: 2019-0002

DATE BID ISSUED: January 24, 2019

(TO BE COMPLETED BY THE VENDOR AND RETURNED WITH BID)

Date Bid Submitted:

Company:

Mailing Address:

City, State, Zip:

Bid Contact Person:

Telephone No.:

A bid bond or acceptable substitute for \$_____ is enclosed.

I certify by my signature below that the prices quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in the bid document.

Signature

Print or Type Name

Title

Telephone Number

Date

To: All Interested Vendors
Subject: ITB- Network Maintenance Services/Basic Maintenance
Bid # 2019-0002

Purpose:

You are invited to submit a proposal for providing network and computer maintenance services for 3 locations of the Satsuma City School District.

Background:

The Satsuma City School District requires an agreement for a Vendor to provide maintenance for telecommunications services, internal connections, and basic maintenance from July 1, 2019 until June 30, 2022. These services are necessary to insure that the existing equipment, cabling and services provided by carriers perform at the optimum level. Cost will be the primary factor but not necessarily the only factor in the selection of the vendor.

In connection with the execution of this contract, the vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

General Requirements:

The Vendor must propose the hourly rate(s) and the estimated maximum number of hours required to support the tasks listed in Section II, Detailed Specifications. All submissions must use the Proposal Forms provided in Section V. The Vendor may submit different hourly prices for different expertise levels (basic, engineer, etc.).

This RFP package consists of the following sections:

- I. General Conditions
- II. Detailed Specifications
- III. Proposal Forms

Send proposals and supporting documentation to:

Bid for Network Maintenance Services
Bid # 2019-0002
Satsuma City School District
P. O. Box 939
220 Baker Road
Satsuma, AL 36572
Attn: Chad Green

Do Not Fax or Email Proposals. Proposals will be received at the Satsuma City Board of Education at the address shown above until 10:00 a.m. CST, February 22, 2019. Proposals must be mailed to the Post Office Box in time for delivery before the closing date, sent by suitable carrier, or hand delivered.

Schedule of Events:

Event	Date(s)
Release of RFP to vendors	January 24, 2019
Deadline for responses to RFP	February 22, 2019
Evaluation of responses	ASAP
Selection of Vendor	ASAP
Service starts	July 1, 2019
Service complete	June 30, 2022

Inquiries

All correspondence and inquires regarding this ITB must be addressed to:

Satsuma City School District
P. O. Box 939
220 Baker Road
Satsuma, AL 36572
Attn: Jana Hoggle

E-Mail: jhoggle@satsumaschools.com

Do Not Fax Correspondence or Inquiries

Basis of Award:

Each proposal will be evaluated based on criteria and priorities defined by the Satsuma City School System. The School System will award a contract based on the vendor submission that best meets the needs of the School System with regard to the current Technology Plan, future growth, and RFP specifications, not necessarily the lowest price even though price will be a priority factor. Proposals will first be evaluated upon the base requirements, which include, but are not limited to, the following:

1. Experience with telecommunications services, Internet access, local area networks and Windows environments.
2. Proof of certification to maintain the network and equipment (must be an employee of The Vendor).
3. **Comprehensiveness** of submitted proposal.
4. Economic and price considerations.
5. Performance bond of at least 5% of the bid amount.
6. Vendors overall performance record based on available references, reliability, and meeting the requirements as defined in the Vendor Qualifications List. References of at least three support contracts for similar services in a comparable environment.
7. Vendor's performance history. The vendor should be able to prove extensive working knowledge of K-12 environments and demonstrate an adequate number of similar maintenance contracts.
8. The Satsuma City School System reserves the right to accept or reject any and all bids based on best overall value and in the best interest of the Satsuma City School System.

Bid Bond:

Bid security in an amount not less than five percent (5%) of the total bid prices must be submitted with each bid exceeding \$10,000.00. Security may be in the form of a bid bond, cashier's check, certified check, or postal money order. The bid security must be made payable to the Satsuma City Board of Education and submitted with the bid. Bid security, other than bid bond, will be returned to unsuccessful bidders as soon as practicable after award of bid.

I. General Conditions

The following are the General Conditions for the work to be performed as outlined in the Detailed Specifications.

1. Location of Sites:

The location of the work is on property owned by the Satsuma City School District. Attachment 1 lists the address of each location.

2. Scope of Work:

It is understood that The Vendor shall provide personnel that are qualified to perform the tasks required by this contract. All necessary supplies and materials required to perform the tasks are to be provided by the Satsuma City School District on an as needed basis through existing contracts or purchasing mechanisms.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the Satsuma City School District, unless the weekend or holiday work due to a delay caused by the Satsuma City School District.

3. Protection in General:

The Vendor shall protect all buildings, furniture, equipment and personal items from damage. Any damaged property shall be repaired or replaced at The Vendor's expense.

4. Change in Contract:

The Satsuma City School District will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by the Technology Coordinator or Superintendent before such work is begun.

5. Existing Conditions:

The Vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect this work. No consideration will be given to any claims based on a lack of knowledge of existing conditions. A site survey of the premises for existing conditions and equipment may be set by contacting Jana Hoggle at jhoggle@satumaschools.com.

6. Insurance:

Within ten (10) days after notification of award, The Vendor shall furnish to the Satsuma City School District a Certificate of Insurance showing compliance within the following limitations:

- a) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Alabama.
- b) It shall be stated on every policy or Certificate of Insurance, as the case may be, that "The insurance company agrees that the policy shall not be canceled, changed, or allowed to lapse until ten (10) days after the Satsuma City School District has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."
- c) The Vendor shall maintain other insurance that shall protect The Vendor and the Satsuma City School District from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Vendor shall furnish the Satsuma City School District with certificates and policies of such insurance as shown below.

7. Workmanship

All work shall be performed in a professional manner. Personnel from the Satsuma City School District may observe the work procedures and workmanship of the Vendor, but such observation will not relieve the Vendor from any responsibility of performance or constitute acceptance of the work performed.

8. Warranty

It is understood that The Vendor is not responsible for the warranty/function of existing equipment already installed at the schools. The Vendor is responsible for the resolution of any problem covered under this maintenance agreement. The Vendor must show proof that their employee(s) are certified to install cabling components and electronic equipment in order that a warranty can be provided for any new equipment or cabling installed.

9. Financing

After notification of award, the Vendor will receive a signed contract for the products and product/service for which The Vendor will be responsible as a result of the ITB. This signed contract will show the amount of the purchase that is the responsibility of the local School System.

10. Application for Payment

All applications (invoices) for payment shall be submitted to the Satsuma City School District.

11. Addenda

Any addenda issued after the issue of this RFP shall be covered in the proposal and in closing the contract they shall become part thereof

If any questions arise within the RFP documents, The Vendor may submit to the Satsuma City School District, written request for interpretation. Any interpretation of documents will be made by addendum to the RFP. Copies of any addendum will be mailed or delivered to each firm receiving the RFP set of documents. The Satsuma City School District will not be responsible for any other explanation or interpretations. The Satsuma City School District reserves the right to reject any or all proposals and waive technicalities and informalities.

12. Proposal Submittal:

One original and two (2) copies of proposals (in electronic format, preferably CD) must be submitted in a sealed envelope addressed to: the Satsuma City School Board, Bid for Maintenance Services # 2019-0002 , P. O. Box 939, 220 Baker Road, Satsuma, AL 36572. Attention: Chad Green.

13. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless The Vendor makes a request in writing to the Satsuma City School District prior to the time set for the opening of submitted proposals unless the Satsuma City School District fails to accept a bid within thirty-five (35) days after the date fixed for the opening of proposals.

14. The Vendor's Qualifications

The Vendor must submit proof that the employees designated to perform maintenance on electronic equipment have been properly trained to perform the work.

15. Stored Materials

Any materials stored on job site shall be The Vendor's responsibility.

16. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees) and property and hazardous conditions shall be guarded against or eliminated.

17. Contract Form

Upon Contract award and a binding contract signed, the standard written Purchase Order form mailed, or otherwise furnished, to the successful Vendor results in a binding contract.

18. Indemnification

The Vendor agrees to hold the Satsuma City School District harmless and to indemnify the Satsuma City School District for every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of whom the owner may be of the property) of any place in which work is located arising out of or suffered through any act or omission of The Vendor or Subcontractor.

19. The Vendors' Representative

The Satsuma City School District reserves the right, with sole discretion, to refuse to allow any representative of The Vendor to service the contract in any manner. In this event, The Vendor shall furnish another representative that is acceptable to the Satsuma City School District. Examples of reasons for refusing to allow a Vendor representative to service the contract include, but are not limited to:

- Use of profanity or abusive language around any school personnel or students.
- Unclean or unkempt appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

Should the Vendor use subcontractors for portions of the work, the Satsuma City School District reserves the right to reject any subcontractor without explanations or recourse by The Vendor or subcontractor.

20. The Satsuma City School District's Regulations

The Vendor and his representatives shall follow all applicable school district regulations while on Satsuma City School property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless permission is given by the Principal or person in charge. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Vendor's logo clearly visible.

21. Governing Law

All RFPs and related documents submitted to the Satsuma City School District by the Vendor are governed under the laws of the State of Alabama.

22. Comprehensive List of References:

All references should include a contact person, dates of work, mailing address and telephone numbers.

References must include three (3) or more references of maintenance contracts of similar size and complexity within the USA.

23. The Satsuma City School District reserves the right to:

1. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, in addition to bid cost; therefore, low bid cost does not guarantee the awarding of the bid.
2. Reject any and all proposals if deemed necessary.
3. Accept any alternative proposal believed to be in the best interest of the school board.
4. Waive any formality in the bid submission.
5. Cancel any awarded bid if the service proves unsatisfactory.

24. Price Quotations

Price quotations are to include the total cost of all services necessary or proper for the completion of the work as may be otherwise expressly provided in the Contract Documents. The Satsuma City School District will not be liable for any costs beyond those proposed herein and awards. Please be advised that public schools are specifically exempted from the payment of Alabama Sales Tax. This exemption is found in Section 40-23-4 (11), Code of Alabama 1975 as amended.

In case of discrepancy in computed proposal prices, the unit price shall govern and the total price shall be revised accordingly.

25. Variation in Quantities and Configuration

The Customer reserves the right to allocate the number hours to specific categories. However, any increases in the total support hours require that the Satsuma City School District provide at least 30 days notice to insure adequate resources are available and scheduled.

26. Terms of Payment

All terms of payment are to be a minimum of NET 30 days after the service or maintenance performed.

27. Longevity of Price Quotation

Any prices quoted in the bid responses will remain in effect until 06/30/2022.

II. Detailed Specifications

The specifications provided in this section are intended to define the categories of support and the expected services to be provided in each of those categories.

1. General Maintenance

- a. Assist in the diagnosis and repair of network and computer problems.
- b. Plan and implement a regular schedule of preventive maintenance for all network technologies.
- c. Assist the Satsuma City School District personnel during the installation of new servers and networking equipment required to maintain or enhance network performance.
- d. Assist the Satsuma City School District personnel in the planning of technology refreshments of the network in order to maintain a network that is sufficient to satisfy the needs of the schools.

2. LAN and Telephone Cabling Maintenance

- a. Troubleshoot and determine the reason for a loss of physical connectivity.
- b. Repair or replace damaged or defective cabling and connecting hardware.
- c. Perform installation of additional LAN drops as required per school.
- d. Maintain accurate records of any moves, adds or changes performed on the existing LAN or cabling.

3. LAN Maintenance

- a. Perform periodic LAN monitoring and log file inspections to detect any degradation in performance.
- b. Maintain backup configurations of each router, switch, hub or any other LAN device that has configurable settings. The configuration settings shall be saved in either electronic format or by a written record.
- c. Monitor key performance parameters of the LAN equipment to determine if reconfiguration, upgrade or replacement is necessary to maintain or enhance the network performance.
- d. Repair or replace defective units or modules within a chassis to restore equipment to an operational status.
- e. Maintain a record of all assigned IP addresses and subnet masks. Insure that any additions or changes to IP addresses are incorporated into the records.
- f. Maintain up-to-date logical and interconnect drawings of the LAN to aid in troubleshooting and configuration management.

4. Internet Access Maintenance

- a. Act as a liaison between the ISP and the Satsuma City School District to insure that any problems are resolved in order to maintain satisfactory Internet access.

- b. Insure the access equipment (CSU/DSU/modem/router) connecting to the Internet Service Provider (ISP) is properly configured and operational.
- c. Configure and install replacements for defective access equipment.
- d. Monitor the bandwidth utilization of the access link to the ISP and maintain records of the average and peak levels.
- e. Provide statistical reports on Internet access (most popular sites, most active users, sites blocked by filters, etc.) as required by the Satsuma City School District technical personnel using the capabilities of the filtering or monitoring software provided.

5. Telecommunications Services Maintenance

- a. Act as a liaison between the telecommunications service provider and the Satsuma City School District to insure any problems are resolved in order to maintain the agreed upon level of service.
- b. Perform WAN monitoring and log file inspections to detect any degradation in performance.
- c. Maintain backup configurations of each piece of WAN equipment that has configurable settings. The configuration settings shall be saved in either electronic format or by a written record.
- d. Monitor key performance parameters of the WAN equipment to determine if reconfiguration, upgrade or replacement is necessary to maintain or enhance the network performance.
- e. Repair or replace defective units or modules within a chassis to restore equipment to an operational status.
- f. Maintain detailed records of all WAN circuit numbers, transmission speeds, protocols, and telecommunications service provider contacts in order to effectively manage changes and aid in troubleshooting outages.

6. Fiber Optic Cable Plant Maintenance (if applicable)

- a. Provide preventative maintenance of the aerial and underground fiber optic cable plant.
- b. Provide select locate and re-locate services of existing fiber optic cable plant.
- c. Provide non-catastrophic maintenance of the aerial and underground plant.
- d. Provide timely repair of damaged facilities (temporary or permanent repairs) within 48 hours.
- e. Maintenance costs are for routine and preventative maintenance and up to two "minor" fiber cut repairs per year. Catastrophic damage due to tornado, ice storm, or equivalent "Act of God" event is not included. Such items will be paid on a time and material basis under a separate contract.

7. Server Maintenance

- a. Maintain File Servers, Proxy Server, Internet Information Server, Domain Name Servers and any Internet monitoring or filtering software by insuring proper configuration and applying version updates and/or service packs as required.
- b. Periodically perform system diagnostics to insure all hardware and software is operating at the optimum level.

8. Network Performance Monitoring and Management

- a. Monitor key components of the network during normal work hours to detect outages that will adversely affect performance and connectivity.
- b. Monitor network traffic and bandwidth utilization of key segments to detect any problem areas such as unnecessary protocols, excessive collisions, utilization above 40%, and any other factor considered to be important in determining network health.
- c. Maintain trend data to possibly anticipate problem areas and recommend enhancements or reconfigurations that may help avoid performance degradation.

III. Proposal Form

Satsuma City School System - Bid Form for Bid # 2019-0002

(To be placed at the front of the bid response)

Service	Quantity	Price/ Hour	Total Price
Maintenance contract	Not to exceed 400 Hours		

SUBMITTED BY: (Type or Print)	
SIGNATURE:	
COMPANY:	
ADDRESS:	
TELEPHONE:	

Attachment 1

Location of Maintenance Equipment

Robert E. Lee Elementary School
251 Baker Road
Satsuma, AL 36572

Satsuma High School
1 Gator Circle
Satsuma, AL 36572

Satsuma City Board of Education
220 Baker Road
Satsuma, AL 36572

Payment/Procedure Terms

The personnel of Satsuma City Schools may choose to use VISA ® Purchasing Card and e-payable process or other methods of electronic payables solutions to make invoice payments. With this solution, approved invoices will be paid more frequently through a commercial credit card.

By submitting a bid, the vendor/contractor is agreeing to accept payment for invoices via a VISA purchasing card. The successful bidder will receive complete information, once the bid is awarded.

Any problems with collection of payment should be addressed to the respective accounts payable contact for each Board of Education. By submitting a signed proposal for this bid, vendor is acknowledging acceptance of these payment procedure/terms.

_____ Authorized Signature _____ Date

CITY OF SATSUMA SCHOOL SYSTEM

VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department of Education.

BID NO. _____

VENDOR NAME: _____

ADDRESS _____

PHONE # _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: _____ YES _____ NO

IS THE COMPANY OWNED BY: _____ MALE _____ FEMALE _____ BOTH

IS THE COMPANY INCORPORATED: _____ YES _____ NO

ETHNICITY OF OWNERSHIP:

_____ ASIAN AMERICAN

_____ AMERICAN INDIAN

_____ BLACK

_____ DISABLED

_____ HISPANIC

_____ OTHER (PLEASE SPECIFY): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



OFFICE OF

SUPERINTENDENT OF EDUCATION

**CITY OF SATSUMA SCHOOL SYSTEM
220 BAKER ROAD
P. O. BOX 939
SATSUMA, ALABAMA 36572
PHONE (251) 380-8200
FAX (251) 380-8201**

DR. BART REEVES

SUPERINTENDENT

E-MAIL: breeves@satsumaschools.com

MARCELINIA SUMERLIN

SECRETARY

E-MAIL: [mspeller@satsumaschools.com](mailto:msspeller@satsumaschools.com)

BOARD MEMBERS

LINDA ROBBINS

JAMES WOOSLEY

JIMMY UPTON

STEPHANIE GATLIN

BETH NATIONS

**Re: Requirements of Vendors for Compliance with the
Alabama Immigration Law**

A condition for the award of a contract, bid or grant with Satsuma City School System Board of Education (the Board) requires that all such awarded contractors, vendors or grantees employing one or more employees in Alabama utilize the E-Verify program for newly hired employees. This requirement is placed upon vendors, contractors and grantees to which a contract has been awarded as a result of a competitive bid process. The compliance requirements of the Alabama Immigration Act include the following:

If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. A letter, fax or email stating that your organization/entity DOES NOT employ one or more employees in Alabama.

If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. Submit to the Board a copy of your E-Verify Memorandum of Understanding. If required to comply and you are not registered, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested *E-Verify Memorandum of Understanding*. This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
3. Execute and submit to the Board the attached *Alabama Immigration Law Compliance Law Contract in the attached "Notice" form* provided.

Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreements with Satsuma City School System Board of Education

As a Contractor, as defined in the Act, to the SATSUMA CITY SCHOOLS BOARD OF EDUCATION ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and as further amended by Act No. 2012-491.

Every contract or agreement entered into by the Board as a result of a competitive bid process from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. *By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized*

alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Contractor shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall submit to the Board a copy of the e-Verify Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

Please execute and return to Satsuma City Schools Board of Education.



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.