

Request for Proposals

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

Project: Update Virtualized Server/Storage Environment

RFP Issue Date: October 12, 2022

Response Deadline: October 28, 2022 at 3:00 p.m. local time

The Project is being procured through a competitive proposal process in accordance with federal Uniform Guidance and outside the scope of the statutory bidding requirements for public school districts; as Ohio Revised Code Section 3313.46 only requires competitive bidding for "school buildings," and the relevant items set forth in this Request for Proposals is for technology equipment. Any references in the Contract Documents to "bid" or "bidding" are to be read consistent with the proposal process being implemented.

Article 1 — General Information

1.1 Background Information

1.1.1 Goal. The goal of this RFP is to replace the District's aging virtualized server and storage infrastructure to ensure its reliability.

1.1.2 Background. The current virtualized server and storage infrastructure was deployed in 2017. It has served the District very well, but some components will shortly reach "end of life" and will no longer be eligible for support from the manufacturer. The virtualized server and storage infrastructure is critical to the District's compute capabilities, and as such, it is too critical to neglect.

1.2 COVID-19 Protocols. When performing any of the Associated Services (defined below) under the eventual agreement with the District, the Selected Proposer shall, where possible, adhere to any social distancing or other COVID-19 mitigation requirements implemented by Board of Education policy or other orders or recommendations imposed by the health department or other jurisdiction having authority.

Article 2 — Description of the Equipment and Services

2.1 Minimum Specifications for Equipment. The minimum specifications for a suitable replacement to the existing virtualized server and storage infrastructure are as follows:

2.1.1 Virtualization Environment –

2.1.1.1 Overview - The District currently uses VMWare vCenter Version 7.0.2 Build 18455184 and VMWare ESXi Version 7.0.2 Build 17867351 for its virtualization environment. All proposals should include services for installation and configuration of VMWare in a multi-host cluster with functioning High Availability and Fault Tolerance.

NOTE: The District is not currently prepared to migrate to the latest VMWare Version available.

2.1.1.2 Objectives – The overall objective of the virtualization environment is to avoid single points of failure. To this end, all communication paths should be redundant. There should exist at least 2 physical paths from each VMWare Host server to each storage array for access to the VMWare

Datstores. There should exist at least 2 physical paths from each server to appropriate Virtual Local Area Networks (VLANs), as defined by the district, for access to/from the District's data networks.

2.1.2 Servers –

2.1.2.1 Overview - Proposed solutions should include 3 host server computers, configured in such a way that any 2 of the host server computers are capable of carrying the work load of the entire system should any one server computer fail. In the event of a failure with any 1 server, highly critical workloads supported by that server at the time of failure should automatically migrate to other host computer servers without an interruption in service. All host servers should include necessary network rack mounting hardware for installation into District-provided, 19" standard network racks/cabinets.

2.1.2.2 Server Central Processing Unit(s) (CPUs) – Each host server computer should contain a minimum of 2 physical Central Processing Units (CPUs), each with a minimum of 12 physical cores per CPU, for a total of 24 physical cores per server computer.

2.1.2.3 Server Memory – Each host server computer should contain a minimum of 392 Gigabytes (GB) of Original Equipment Manufacturer (OEM) recommended Random Access Memory (RAM).

2.1.2.4 Local Storage – Each host server computer should contain local Solid State Drives (SSDs) in a RAID 1 array with a minimum capacity of 128 GB.

2.1.2.5 Network Interface Cards (NICs) – Each host server computer should contain a minimum of 4 NICs rated for communication at 10 Gigabits Per Second (Gbps) and a minimum of 4 NICs rated for communication at 1 Gigabits Per Second.

2.1.3 Storage –

2.1.3.1 Overview – Storage for the virtualized environment should be fully redundant, with a minimum of 2 storage arrays configured in such a way that 1 array is fully capable of supporting the entire system should the other storage array fail. Further, the arrays should be configured in an "Active/Passive" configuration where the "Active" array serves the storage needs of all users and systems in the environment, and changes to the "Active" array are automatically replicated to the "Passive" array in real time.

2.1.3.2 Management – Each storage appliance should provide redundancy in management to prevent having a single point of failure should one management path fail.

2.1.3.3 Capacity – Each storage appliance should have a minimum of 24 TB of addressable storage available for use after formatting and RAID configuration with the ability to add a minimum additional 12 TB for future expansion if necessary.

2.1.3.4 Drive Type – The preferred drive architecture is SSD. Other options may be considered, but each Proposer should include at least one option for a fully SSD solution.

2.1.3.5 Interface – The storage appliance should be addressable by all VMWare server computers through multiple paths, with a minimum throughput of 10 Gbps, to allow for a fully redundant active/passive path from servers to storage.

2.1.4 Miscellaneous –

2.1.4.1 All Necessary Components – With the exception of network switching equipment, the respondent will be responsible for providing all hardware and software components necessary to provide the District with a fully functional VMWare server environment, including: Redundant data paths between Host and Guest server computers and the District's VLANs; Redundant data paths between Host and Guest server computers and provided storage appliances; Redundant

management paths for provided storage appliances; Redundant management paths for VMWare components, whether specifically requested within this RFP or not.

2.2 Associated Services. In addition to the Equipment, the District requires as part of this project specific services to be provided by the Proposer to ensure the equipment can be used upon receipt by the District. The cost for each service should be detailed on a per server and/or storage array basis unless said service is applied to the entire project regardless of number of units actually ordered, i.e. "Trip Charges, Delivery Labor Charge, etc."

2.2.1 Unpack each component of the proposed solution at District's facility and discard original packaging.

2.2.2 Install all equipment provided by respondent as part of this RFP into District-provided network racks/cabinets, using respondent-provided mounting accessories appropriate for installation in District-provided, standard 19", 4 post racks/cabinets.

2.2.3 Install and configure a fully functional VMWare ESXi Version 7.0.2 virtualization environment, including VMWare vCenter 7.0.2 or above for managing the environment. The environment must include functional VMWare High Availability and Fault Tolerance features.

2.2.4 Configure all storage appliances provided by respondent as part of this RFP to district specifications, including size and quantity of logical volumes and data synchronization from the "active" appliance to the "passive" appliance.

2.2.5 Work with District personnel to configure District-provided switching equipment to provide redundant paths for data and storage communications.

2.2.6 Work in conjunction with District personnel to migrate all workloads from the existing VMWare virtualization environment to the newly configured environment provided in response to this RFP.

Article 3 — Proposal Submission and Selection Process

3.1 Preparation of Proposals

3.1.1 The Proposal will include a completed Proposal Form (in the form included with this RFP as Attachment 1), and the additional materials requested in the RFP and prepared by the Proposer containing information related to the Evaluation Criteria set forth in Section 3.3.3 of this Request for Proposals (limited to 20 pages).

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

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

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

3.1.3.2 A description of the Associated Services.

3.1.3.3 Per unit pricing for all Equipment and Associated Services requested in this RFP, such that the District can anticipate the total cost of all received equipment and services even should the quantity of devices be changed after bid opening but prior to an order being placed with the

Proposer. The sole exception to this requirement is line items that incur a flat rate charge, such that the cost of the deliverable is not dependent upon the quantity of units ordered, i.e. Set Up Fees, Trip Charges, Delivery Labor Charges, etc.

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

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

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

3.3 Evaluation of Proposals

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

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

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

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

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

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

3.3.3.4 Proposer's Partnerships. Proposer's partnership(s) with the original equipment manufacturer of the proposed solution.

3.3.3.5 Proposer’s Compliance Record. Proposer’s record of compliance with federal, state, and local laws, rules, and regulations, and in particular past experience with contracts using federal grant funds.

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

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

3.4 Negotiation of Contract

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

3.4.2 Federal Contract Provisions. The District may pay for all or part of the contract price using federal grant funding. Accordingly, the Contract Provisions for Non-Federal Entity Contracts Under Federal Award (Attachment 2, hereto) shall apply and be incorporated into any agreement with the Selected Proposer.

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

Article 4 — Additional Instructions

4.1 Questions

4.1.1 All questions must be submitted in writing to: Larry Parece, Director of Technology, at parece_l@my.westcler.org by 3:00 p.m. local time on October 19, 2022. It is the District’s intent to respond to all questions by 3:00 p.m. local time on October 21, 2022 by emailing the entire set of all questions and their associated answers to all individuals and firms expressing an interest in submitting a proposal in response to this Request for Proposals at the contact email supplied by those individuals and firms.

4.1.2 The District may also email other related information to the individuals and firms that expressed an interest in submitting a proposal in response to this Request for Proposals.

4.1.3 Addenda

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

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

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

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

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

4.2.3 the Proposer is not debarred under ORC Section 153.02;

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

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

4.3 Cancellation and Rejection; Waiver of Minor Irregularities

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

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

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

4.3.2.2 the recommended Proposer is debarred under ORC Section 153.02;

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

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

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

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

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

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

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

Attachment 1

Proposal Form

Proposer's Name: _____

Proposer's Address: _____

Principal Contact: _____

Telephone Number: _____

Email Address: _____

Federal Tax ID Number: _____

Date Submitted: _____

Article 1 — Pricing Proposal

1.1 Equipment Pricing

The Proposer will provide the Equipment identified in its Proposal for the following pricing:
(Note: Proposer may opt to provide itemized equipment pricing on an attachment, Addendum 1)

Article #	Item Description	Qty	Unit Price	Extended Price

1.2 Associated Services Pricing

Article #	Service Description	Qty	Unit Price	Extended Price

Article 2 — Addenda

2.1 Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Article 3 — Proposer’s Certifications

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

- 3.1.1 Proposer has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents.
- 3.1.2 Proposer represents that the Proposal is based upon the Contract Documents, including but not limited to any drawings and specifications provided.

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

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

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

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

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

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

3.1.4.5 the Proposer is not debarred under ORC Section 153.02;

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

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

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

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

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

Signed and Submitted:

Proposer's Name

By: _____
Signature

Printed Name & Title

Date

Attachment 2

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

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

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

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

Record Retention Requirements

Contractor certifies that during the term of the Agreement, Contractor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that all records will be retained as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Energy Policy and Conservation Act Compliance

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Buy American Provisions Compliance

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

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

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

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

Contractor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

Complying with Federal, State, and Local Laws

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

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

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

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

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

Assurances for Construction and Other Capital Expenditures

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

Preservation of Historic Sites (34 CFR § 75.602)

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

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

Contractor represents that it has reviewed the plans and designs for the improvement against Federal, State, and local health standards including Federal requirements regarding access by persons with

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