



**Request for Proposal for**  
**“MILK”**

**Suwannee County School District**  
**RFP # 24-202**

**SUWANNEE COUNTY SCHOOL DISTRICT**  
**“MILK”**  
**INVITATION TO BID RFP # 24-202**

The Suwannee County School Board is requesting proposals from qualified providers of Milk for their schools.

Sealed bids will be received at the Suwannee County School District, Office of the Chief Financial Officer, 1740 Ohio Avenue South, Live Oak, FL 32064, until 2:00 P.M. Wednesday, April 5, 2023. Sealed bids must be clearly marked on all sides with the RFP information listed below.

RFP 24-202 – MILK

Specifications may be obtained from the following web address:

<http://www.suwannee.k12.fl.us/bids/open>

Suwannee County District Schools reserves the right to reject any or all bids, to waive any defects or irregularities in bids and to accept any bid which is deemed most advantageous to the public interest.

Questions should be directed to Marsha Brown, Chief Financial Officer at the contact information below.

Marsha Brown, Chief Financial Officer  
[marsha.brown@suwannee.k12.fl.us](mailto:marsha.brown@suwannee.k12.fl.us)  
1740 Ohio Avenue, South, Live Oak, FL  
32064 386-647-4651

Cut out label and tape to outer sealed envelop(s) or package(s).

<b>DO NOT OPEN – SEALED RESPONSE – DO NOT OPEN</b>	
<b>RFP NO: # 24-202</b>	<b>RFP Title: MILK</b>
<b>TO BE OPENED: Wednesday, April 5, 2023 @ 2:00pm</b>	
<b>LATE RESPONSES WILL NOT BE ACCEPTED</b>	
<b>FROM</b> Name of Firm:	
Contact Name:	Email Address:
Telephone No.:	Fax No.:
<b>Deliver To:</b>	<b>Chief Financial Officer Suwannee County School District 1740 Ohio Avenue South Live Oak, FL 32064</b>

### **Milk Bid General Conditions**

A SUPPLY OF MILK MUST BE DELIVERED PRIOR TO THE FIRST DAY OF SCHOOL.

Subsequent deliveries of all supplies shall be made ON A **DAILY** BASIS to the following school kitchens, between the hours of 7 a.m. and 2:30 p.m.:

Suwannee Riverside Elementary School  
Suwannee Pineview Elementary School  
Suwannee Springcrest Elementary School  
Suwannee Middle School  
Suwannee High School  
Branford Elementary School  
Branford High School

Bid will be awarded on an **“All or None”** Basis.

#### **CONTRACT PERIOD**

This contract will be for August 1, 2023 through July 31, 2024 and may be extended yearly, up to two times, by mutual consent of both parties.

With the consent and agreement of the successful bidder, other governmental agencies, including but not limited to other school districts, may piggyback off this bid.

If products do not perform satisfactorily, or if service is determined to be inadequate, at any time, the Suwannee County School Board may terminate the contract and return any unused products to the seller at the seller's expense.

The Suwannee County School Board will make payment within 30 days after delivery. Invoices must be submitted to:

Suwannee County School Board  
Attention: Food Service Director  
1740 Ohio Avenue South  
Live Oak, FL 32064

In compliance with above invitation to bid and subject to all terms and conditions thereof, the undersigned offers and agrees to sell to the Suwannee County School Board, Live Oak, Florida, any, or all, of the items for which prices are quoted.

Company\_\_\_\_\_

Address\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_Telephone\_\_\_\_\_

**SUWANNEE COUNTY SCHOOL DISTRICT**  
**MILK BID # 24-202 (2023-2024)**

<b>Item</b>	<b>Description of Item</b>	<b>Bid Price</b>
<b>1</b>	<b>Milk, Low Fat White</b> 8 Fluid Ounces – Cartons 50/case	
	Carton Price	

<b>Item</b>	<b>Description of Item</b>	<b>Bid Price</b>
<b>2</b>	<b>Milk, Fat Free White</b> 8 Fluid Ounces – Cartons 50/case	
	Carton Price	

<b>Item</b>	<b>Description of Item</b>	<b>Bid Price</b>
<b>3</b>	<b>Milk, Fat Free Chocolate</b> 8 Fluid Ounces – Cartons 50/case	
	Carton Price	

<b>Item</b>	<b>Description of Item</b>	<b>Bid Price</b>
<b>4</b>	<b>Milk, Fat Free Strawberry</b> 8 Fluid Ounces – Cartons 50/case	
	Carton Price	

**STATEMENT OF AFFIRMATION AND INTENT TO:** Suwannee County School District

PROJECT: BID NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned, hereinafter called the respondent, as evidence of the sworn affidavit declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Suwannee County School District. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project. The respondent certifies that no District Member, Director, or any School District Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. The respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify SCSD in writing. The respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the solicitation and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid. The respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with SCSD, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to SCSD all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by SCSD. At the District's discretion, such assignment shall be made and become effective at the time the District tenders final payment to the respondent. The proposal constitutes a respondent and binding offer by the respondent to perform the services as stated.

Corporate Name of Respondent (Typed): \_\_\_\_\_

Address, \_\_\_\_\_

City, \_\_\_\_\_

Zip \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**NOTARY PUBLIC**

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ who is personally known to me or who has produced as identification sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by \_\_\_\_\_, to execute the affidavit and did so as his or her free act and deed.

Notary Public Signature: \_\_\_\_\_

Notary Name, Printed, Typed Or Stamped:

Commission Number: \_\_\_\_\_

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



## ACKNOWLEDGEMENT OF BUSINESS TYPE:

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid on the specified due date and time. The undersigned Bidder certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal. The Bidder further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Bid and that Bidder's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid.

BUSINESS ADDRESS OF BIDDER: \_\_\_\_\_

Address \_\_\_\_\_

City, \_\_\_\_\_

State, \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

SIGNATURE OF BIDDER If an Individual: \_\_\_\_\_

Signature doing business as If a Partnership: by: Partner Signature \_\_\_\_\_

If a Corporation: Corporate Name (a Corporation) \_\_\_\_\_

In what State is the Corporation Incorporated? \_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes

No

by: Signature Title: \_\_\_\_\_

Attest: (SEAL)

Corporate Secretary

NOTARY PUBLIC

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

On this day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ who is

personally known to me or who has produced as identification sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)\_\_\_\_\_, to execute the affidavit and did so as his or her free act and deed.

Notary Public Signature: \_\_\_\_\_

Notary Name, Printed, Typed Or Stamped:

Commission Number: \_\_\_\_\_

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

## **DRUG-FREE WORKPLACE CERTIFICATION FORM IDENTICAL TIE BIDS:**

In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this respondent complies fully with the above requirements.

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Authorized Representative's Signature

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Company Name

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA  
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

\_\_\_\_\_ This *sworn* statement is submitted to \_\_\_\_\_  
(print name of the public entity)

By \_\_\_\_\_  
(print individual's name and title)

For \_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_ (If the entity has no  
FEIN, include the Social Security Number of the individual signing this sworn statement. \_\_\_\_\_

1. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision or any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (J) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida  
Statutes Means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
3. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes,

means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

4. Based on information and belief, the statement which I have marked below *is* true in relation to the entity submitting this sworn statement. (indicate which statement applies) .

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners; shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this\_\_\_\_\_, day of\_\_\_\_\_20\_\_\_\_\_.

Personally known to me \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

Notary Public – State of \_\_\_\_\_

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

My Commision Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, Typed or Stamped commissioned name  
of notary public)



Florida Department of Agriculture and Consumer Services  
Division of Administration

**CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

**NICOLE "NIKKI" FRIED** **FOR EXPENDITURE OF FEDERAL FUNDS LOBBYING**  
**COMMISSIONER**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, 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 Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards  
(In accordance with 2 C.F.R. Part 200, Appendix II)**

**1. Termination for Convenience**

The Agency may terminate performance of work under this contract in whole or, from time to time, in part if the Agency purchasing officer determines that a termination is in the Agency's best interest. The Agency may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of the Agency, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel. Upon any notification of termination for convenience, the contractor is to (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the Agency of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the contractor's possession in which the Agency has an interest, (6) notify the Agency of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the Agency

**2. Partially Completed Work**

No later than the first calendar day after the termination of this contract, or at the Agency's request, contractor shall deliver to the Agency all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely delivery such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the Agency.

**3. Default**

If contractor is found to be in default under any provision of this contract, the Agency may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor will be responsible for paying damages to the Agency including, but not limited to, procurement costs, and any consequential damages to the Agency resulting from contractor's non-performance. The defaulting contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed

**4. Right to Audit**

The federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

**5. Small Business, Minority Owned Firms and Women's Business Enterprises Efforts**

Consistent with federally funded projects, the Agency shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, are used to the fullest extent practicable. This is basically accomplished through the use of the Texas Certified Historically Underutilized Business (HUB) list. Additional efforts shall include, but shall not be limited to: a. Including such firms, when qualified, on solicitation mailing lists; b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources; c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms; e. Encourage contracting with consortiums of small businesses,



minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually; f. Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**6. 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.

**7. 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.

**8. 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.

**9. 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).

**10. 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.

**11. 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 governmentwide 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.

**12. 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."

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Organization Name

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Name(s) and Title(s) of Authorized Representative(s)

---

Signature

---

Date