Request for Proposal:

Chromebooks

May 11, 2026

Roanoke Rapids Graded School District
536 Hamilton St.
Roanoke Rapids, NC 27870

Table of Contents

Overview and Instructions 3

1.1 Product Specifications 3

2.1 Pricing Structure 4

2.2 Repair Parts 4

2.3 Delivery Timeline 4

3.1 Discrepancies and Omissions 5

4.1 Contingencies 5

5.1 Award Criteria 5

5.2 Bid Evaluation 6

6.1 Vendor Questions and Clarifications 6

7.1 Historically Underutilized Businesses 6

8.1 Provisions Required by Federal Law 6

Appendix A: Terms and Conditions 7

Appendix B: Chromebook Breakdown 11

Appendix C: Repair Parts 12

Appendix D: Contract Provisions Regarding Use of Federal Funds 13

Overview and Instructions

Roanoke Rapids Graded School District (RRGSD) is seeking proposals for the purchase of **650 Chromebooks.**

Equipment will be drop shipped to the Roanoke Rapids Graded School District warehouse located at 237 Vance St. Roanoke Rapids NC 27870.

Proposals are due in either hardcopy or in electronic form (PDF format) on or before **June 3rd, 2026 at 10:00 am EST** at Roanoke Rapids Graded School District, Attn: David Cooke, 536 Hamilton St. Roanoke Rapids, NC 27870 or emailed to cooked.co@rrgsd.org. E-mailed proposal documents will be time-stamped from the receiving computer. It is the sole responsibility of the vendor to submit its proposal by the specified date and time. Any proposal received after the submission deadline will be rejected. Proposals must be signed by an authorized representative of the vendor. Failure to sign the proposal will render the bid invalid.

Proposal opening to be on **June 4th, 2026 at 10:00 am EST** 536 Hamilton St Roanoke Rapids NC.

Questions should be addressed, no later than May 29th, to:
David Cooke | Phone: 252-519-7100 | Email: cooked.co@rrgsd.org

1.1 Product Specifications

RRGSD is seeking proposals for **650 Chromebooks** with the minimum specifications as described in the table below. Additionally, proposals must include pricing for replacement parts as specified in Appendix B to be used for issues that occur outside of the manufacturer warranty. The proposal shall address all items requested herein. Vendors may, but are not required to, include a detailed description of additional support, services, and recommendations that might prove beneficial to RRGSD.

Device	**Minimum Specification**
CPU	Intel (N100), AMD (Ryzen 3 5000 series), or MediaTek (Kompanio 500 series)
Local Storage	32GB
Memory	4GB (Would like to see both 4GB and 8GB bids)
Screen Type	Non-Touch Screen
Screen Size	11 inch
Screen Resolution	1366 x 768

Wireless	802.11ax (2x2)
Charging	USB-C
White Glove Service	○ All systems arrive ready to go ○ Device Enrollment ○ Updated OS to most current version ○ Full charged, power on and test systems and adapters prior to shipping ○ Asset tags applied and inventoried with serial numbers, model number and description in spreadsheets ○ Final destination labeling and shipping
Warranty	• 4-year Accidental Damage Protection Warranty ○ No deductible ○ Hardware failure ○ Send Parts for repair – if desired ○ Advance Exchange ○ ADP ○ No limit on ADP claims ○ Spare parts kept on site – if requested ○ Theft/loss replacement (up to 2%) ○ Free shipping to and from depot repair center ○ Battery & Power adapter replacement

2.1 Pricing Structure

Vendors are required to breakdown the purchase by item as outlined in Appendix B. Vendors are required to complete Appendix B as part of their proposal. If additional items are required to complete the project, please include them in Appendix B, listed and itemized as per unit cost.

2.2 Repair Parts

Vendors are required to breakdown the cost of spare parts by item as outlined in Appendix C. Vendors are required to complete Appendix C as part of their proposal. If additional items are required to complete the project, please include them in Appendix C, listed and itemized as per unit cost.

2.3 Delivery Timeline

All products must be delivered within 45 calendar days of a fully signed contract.

3.1 Discrepancies and Omissions

Vendors finding discrepancies or omissions in the RFP or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns to David Cooke | Phone: 252-519-7100 | Email: cooked.co@rrgsd.org Addenda issued in correspondence to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. This RFP and its addenda will be part of any possible future contract with successful vendor(s).

4.1 Contingencies

This RFP should not be considered as a Contract to purchase goods or services, but is a Request for Proposal in accordance with the Terms and Conditions herein and will not give rise to a contract unless a vendor's bid is accepted and a contract is awarded by RRGSD. However, RFP responses should be as detailed and complete as possible to facilitate the formation of a contract based on the RFP response(s) that are pursued should RRGSD decide to do so. Proposals stating that pricing is valid dependent upon availability and/or subject to prior sale will be considered as non-responsive. Completion of this RFP form and its associated Appendices are a requirement. Failure to do so will disqualify your RFP response submittal. Vendors must submit sealed RFP responses by the due date and time as specified herein. Electronic submissions will be accepted if created in PDF format and emailed to cooked.co@rrgsd.org by the due date and time as specified herein. Date and time stamp of receiving computer will govern all e-mails. Vendors will be considered nonresponsive if the above requirements are not submitted as requested.

RRGSD reserves the right to reject all submitted proposals and may request new proposals through a revised RFP.

All bids are subject to the provisions of special terms and conditions specific to this RFP. RRGSD encourages bidders to submit terms, including maintenance, with its response to this RFP in order to enter into a negotiated agreement, but reserves the right to reject any and all additional terms and conditions.

5.1 Award Criteria

Award will be based on the lowest and best bid (most advantageous to the RRGSD), as determined by consideration of the following factors:

1. Prices offered.
2. Quality of item(s) offered.
3. General reputation and performance capabilities of the bidder.
4. Conformity with specifications of this RFP.
5. Delivery and installation schedule.

6. Suitability for Intended Use.
7. Any other factor deemed by RRGSD to be pertinent to the procurement.

The right is reserved to award this contract to a single vendor on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by RRGSD to be most advantageous or to constitute its best interest. Vendors should show unit prices, but are requested also to offer a lump sum price.

5.2 Bid Evaluation

Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. RRGSD reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Vendors are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of **a** contract.

6.1 Vendor Questions and Clarifications.

Questions should be addressed no later than May 29th, to:
David Cooke | Phone: 252-519-7100 | Email: cooked.co@rrgsd.org

7.1 Historically Underutilized Businesses.

RRGSD invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

8.1 Provisions Required by Federal Law.

The Vendor is notified that all or part of the funding for this contract may be provided through grants received from various agencies or departments of the United States government. By submission of a proposal, Vendor agrees to comply with the provisions in Appendix D (Contract Provisions Regarding Use of Federal Funds).

Appendix A: Terms and Conditions

The following terms and conditions shall become part of any contract awarded pursuant to this RFP.

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this RFP. RRGSD encourages bidders to submit terms, including maintenance, with its response to this RFP in order to enter into a negotiated agreement, but reserves the right to reject any and all additional terms and conditions. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless specifically accepted by RRGSD.
3. **EXECUTION:** Failure to sign proposal will render bid invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) instructions to bidders.
5. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
6. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
7. **ACCEPTANCE AND REJECTION:** RRGSD reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
8. **REFERENCES:** RRGSD reserves the right to require a list of users of the exact item offered. RRGSD may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
9. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to RRGSD as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by RRGSD to be pertinent or peculiar to the purchase in question. Unless otherwise specified by RRGSD or the bidder, RRGSD reserves the right to accept any item or group of items on a multi-item bid. RRGSD also reserves the right to reject any and all bids.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48, RRGSD invites and encourages participation in this procurement process by businesses

owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

11. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, RRGSD will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

12. **AWARD PROCEDURES:** Contract award notice will be posted on RRGSD website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.

13. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the RRGSD or of any principal or central office staff administrator employed by the RRGSD. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to RRGSD. Unless formally waived by RRGSD, the existence of a family relationship covered by this Contract is grounds for immediate termination by RRGSD without further financial liability to the Bidder.

14. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Bidder to notify in writing RRGSD, indicating the specific regulation which required such alterations. RRGSD reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

15. **SITUS and GOVERNING LAWS:** The place of this contract, its situs and forum, shall be Halifax County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined. This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

16. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

17. **NON-APPROPRIATION OF FUNDS**. RRGSD intends to remit all payments to Bidder for the full term of this contract if funds are legally available. Bidder acknowledges that appropriation of moneys for payments is a governmental function which RRGSD cannot contractually commit itself in advance to perform and this contract does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on RRGSD's tax or general revenues. In the event RRGSD is not granted an appropriation of funds at any time during the term for the equipment and/or services described in this contract, and operating funds are not otherwise available to RRGSD to pay the payments due and to become due under this contract, and there are no other available funds by or with which payment can be made to Bidder, and the non-appropriation did not result from an act or omission by RRGSD, RRGSD shall have the right to return equipment under the Contract in accordance with Paragraph 23 below and terminate this contract on the last day of the fiscal period for which appropriations were received without penalty or expense to RRGSD,

18. **RETURN OF EQUIPMENT.** If a non-appropriation of funds occurs in accordance with Paragraph 21 above, RRGSD will promptly return the equipment to any location in the continental United States Bidder may reasonably designate. The equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications.

19. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

20. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation by connection to an electric source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

21. **PATENT:** The Bidder shall hold and save RRGSD, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by RRGSD or disclosure of any information pursuant to the NC Public Records Act.

22. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder's right to receive payment hereunder shall be permitted without the prior written approval of RRGSD.

23. **INSURANCE:** Bidder agrees to maintain $1,000,000 in general liability, $1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The RRGSD shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Bidder to the RRGSD upon request.

24. **GENERAL INDEMNITY:** The Bidder shall hold and save RRGSD, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against RRGSD agents who are involved in the delivery or processing of Bidder goods to RRGSD. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

25. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at http://sexoffender.ncdoj.gov/. The Bidder shall provide

certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. RRGSD reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if RRGSD determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

26. **ACCESS TO PERSONS AND RECORDS:** RRGSD auditors shall have access to any records as a result of this bid or the Contract. RRGSD may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.

27. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Bidder shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

28. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Appendix B: Chromebook Breakdown

Table 1		
Item	**Unit Price**	**Description**
Chromebook		
Chrome OS Mgmt License		
Optional Upgrades		
Optional 8GB RAM Upgrade		
Optional 64GB Storage Upgrade		
Optional Touch Screen Upgrade		
Bag/Sleeve		
Services		
Enrollment		
Chrome OS Updating		
Asset Tagging		
Delivery		
Warranty		
4 YR ADP (Minimum accepted)		
Additional Items		

Appendix C: Repair Parts

Table 1	
Item	**Unit Price**
LCD Panel	
LCD Cable	
Keyboard	
Touchpad	
Touchpad Cable	
Motherboard (Includes CPU/RAM/Storage)	
Daughter Boards	
Internal Power Connector	
AC Adapter	
Battery	
Webcam	
Enclosure - Top	
Enclosure - Bottom	
Speakers	
Wireless Card and Wires	
Rubber Bumpers	
Screws	
Screw Covers	
Glue/Adhesive	
Additional Items not included Above	

Appendix D: Contract Provisions Regarding Use of Federal Funds

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally-funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Remedies for Breach

When federal funds are expended by RRGSD, RRGSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Termination for cause and for convenience by RRGSD

When federal funds are expended by RRGSD, RRGSD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. RRGSD also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if RRGSD believes, in its sole discretion that it is in the best interest of RRGSD to do so. The Contractor will be compensated for work performed and accepted and goods accepted by RRGSD as of the termination date if the contract is terminated for convenience of RRGSD. Any award under this procurement process is not exclusive and RRGSD reserves the right to purchase goods and services from other vendors when it is in the best interest of RRGSD.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by RRGSD on a contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, Contractor certifies it will comply with 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.”

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. 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. RRGSD will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply 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. RRGSD will report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor certifies that during the term of an award for all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. 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.

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 Contractor 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," Contractor agrees to 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.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance

The Contractor certifies that during the term of an award for all contracts by RRGSD resulting from this procurement process in excess of $150,000, the Contractor agrees 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).

Debarment and Suspension

Contractor certifies that during the term of an award for all contracts by RRGSD resulting from this procurement process, the 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.

Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

When federal funds are expended by RRGSD for an award exceeding $100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by RRGSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) 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.

(3) The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Compliance with Solid Waste Disposal Act

In the event the Contract involves the purchase of more than $10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

Prohibition on certain telecommunications and video surveillance services or equipment

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

Domestic Preference

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Records Retention Requirements

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 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.

Certification of Non-Collusion Statement

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Prohibition on Gifts

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.