NORTHUMBERLAND COUNTY SCHOOL BOARD

REQUEST FOR QUOTES

MOWING AND GROUNDSKEEPING SERVICES

ISSUE DATE: May 06, 2026

DUE DATE: June 05, 2026

TIME: 2 P.M.

RFQ # 05.06.2026-001

PROCUREMENT CONTACT: Mr. Kellen Hardcastle, Administrator of O&M
Email:khardcastle@nucps.net
Phone: (804) 580-0754

ISSUING DEPARTMENT: Finance Department
Physical/Delivery Address:
6958 Northumberland Highway
Heathsville, VA 22473

BID TITLE SHEET: RFQ # 05.01.2026-001

(This page to be returned with quote.)

OBLIGATION OF OFFEROR: By submitting a bid, the Bidder covenants and agrees that he/she has satisfied him/herself, from his/her own investigation of conditions to be met, that he/she fully understands his/her obligation and that he/she will not make a claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

Bidder further agrees that conditions herein have been carefully read and this bid is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this bid is accepted, to furnish all service agreed upon in strict accordance with the contract.

NAME OF FIRM _____

ADDRESS OF FIRM _____

DATE _____

BY _____
(Signature)

NAME (Printed Name) _____

TITLE (Printed Title) _____

STATE CORPORATION COMMISSION (SCC) NO. Submit Attachment C

PHONE _____ FAX _____

EMAIL _____

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

YEARS_____ MONTHS_____

ACKNOWLEDGE READING OF (if applicable)

☐ADDENDUM 1 ☐ADDENDUM 2 ☐ ADDENDUM 3

SUBMIT WITH BID

☐ALL MATERIALS REQUIRED IN SECTION 12

The Northumberland County School Board does not discriminate against faith-based organizations.

SECTION 1 PURPOSE

Northumberland County School Board (NCSB) is issuing this unsealed Request for Quotes ("RFQ") to solicit mowing and groundskeeping, to include herbicide services, for the campuses at the Northumberland High School and Northumberland Middle School, to include, but not limited to, practice fields and stadium; the Northumberland Elementary School; the School Board Office; and the Transportation Facility.

Please review this RFQ in its entirety. Supply all information requested and state all applicable rates for services sought in accordance with this RFQ.

SECTION 2 DEFINITIONS

Bidder – "Bidder" shall mean a vendor that has submitted an offer in response to this solicitation and may also be referred to as: firm, vendor, or contractor but when used in a general sense. "Successful Bidder" shall mean a bidder who is awarded a contract as a result of this solicitation.

Contractor – "Contractor" shall mean the firm that is awarded a contract as a result of this solicitation. Contractor may also be referred to as: firm, vendor, or Successful Bidder.

SECTION 3 BACKGROUND

Northumberland County is in the Northern Neck of Virginia next to Lancaster, Richmond, and Westmoreland Counties. Northumberland County Public Schools serve 1,200 Pre-K-12 students within its one elementary school, one middle school, and one high school. Northumberland High School (hereinafter "NHS") and Northumberland Middle School (hereinafter "NMS") boast an impressive array of award-winning athletics and extra-curricular programs. This program is being designed to maintain the overall safety, standards, and attractiveness of the grounds and fields, thereby producing a more enjoyable experience by participants and spectators.

SECTION 4 SCOPE OF SERVICES

The minimum general requirements and expectations of all services sought within this RFQ are as outlined in this section. NCSB shall award according to Section 15B: Award. NCSB reserves the right to change or waive any or all requirements specified herein. The successful Bidder shall furnish all labor, supervision, equipment, tools, materials and incidentals necessary to complete

maintenance of NCPS grounds and athletic practice fields (excluding football, softball, and baseball fields) in accordance with these specifications. These areas are located at

Locations
Northumberland Elementary School 757 Academic Lane, Heathsville, VA 22473
Northumberland Middle/High Schools 175 Academic Lane, and 201 Academic Lane, Heathsville, VA 22473
Northumberland Transportation Facility 722 Avalon Lane, Heathsville, VA 22473
Northumberland School Board Office 6958 Northumberland Highway, Heathville, VA 22473

A. Locations:

The areas are to be maintained according to the specifications herein. It is recommended for the Bidder to visit the campuses/grounds by making an appointment in advance. Bidders shall bid based on these areas only.

1) Stadium:

(a) Outside Track, including all areas around bleachers, storage shed facilities, perimeter fencing, field house and concession stands)

B. Mowing & Trimming Services:

1) Mowing:

(a) Mowing of grounds at all locations: NES, NMS, NHS, athletic practice fields, NCSB, NCTF (Transportation Facility)

(b) Mowing shall be done using a blade-style rotary mower.

(c) Mowing height shall be between 3 to 3.5 inches throughout the growing season. During dormant months, it will be the responsibility of the contractor to ensure that this height, without weeds, is maintained for aesthetic purposes.

(d) A mowing schedule and dates shall be coordinated and agreed upon between the Director of Maintenance & Facilities, the Athletics/Activities Director and

Contractor at the commencement of the contract. NCSB reserves the right to add or subtract dates.

2) Trimming and Edging:

(a) Trimming shall be to the following specifications in the areas named in Locations above:

(b) A trimming schedule and dates shall be coordinated with the mowing schedule as agreed upon between the Director of Maintenance & Facilities, the Athletics/Activities Director and Contractor at the commencement of the contract. NCSB reserves the right to add or subtract dates.

(c) Trimming shall be conducted around the buildings and all fences as directed by the Director of Maintenance & Facilities and the Athletics/Activities Director. Proper edging shall be conducted around all sidewalks, concrete curbing, and all mulched landscaped areas with adequate edging equipment.

3) Additional Dates and Special Events:

(a) Contractor will be required to mow and trim for special events at each school during the year. NCSB reserves the right to add or subtract dates.

C. Other:

1) All impacted walks and pavements shall be swept or blown clean and all debris removed upon completion of the day's work. Care shall be taken to prevent any grass clippings or debris being blown on the sides of all facilities, the parking lots, and all vehicles within all parking lots or pickup/drop off areas.

2) Contractor shall not leave or dispose of any chemical, fertilizer or herbicide on the school's property following application.

3) Herbicide treatment: All herbicide treatment shall be conducted by the contractor.

SECTION 5 BIDDER REQUIREMENTS

The Bidder shall meet the following requirements and/or have the following qualifications in order to be considered:

A. Bidder shall be fully capable of providing all materials, equipment, and services listed herein. If, in the sole opinion of NCSB, any Bidder does not have the ability to successfully provide all services listed herein, this will be considered as grounds for non-award.

B. Bidder's business office shall be located within a sixty (60) mile radius of Northumberland Courthouse, Virginia.

C. Bidder preferably shall have experience servicing school grounds and practice fields.

D. Bidder shall not have been terminated from a contract within the last three (3) years. If NCSB discovers during its evaluation that a termination has occurred, Bidder's bid may be disqualified.

E. Bidder shall ensure its capacity to perform under this contract, regardless of other contractual responsibilities elsewhere. Bidder shall be capable of commencing work within the timeframe required herein.

F. Bidder shall have adequate fleet, equipment, and manpower to capably provide services under all circumstances, including but not limited to: fleet breakdown or mechanical issues, personnel sicknesses, etc.

G. Bidder shall have current appropriate licensing or permitting as of the Closing Day and Time of the receipt of bids for this RFQ. It is the responsibility of the Successful Bidder to ensure any and all licenses and/or permits remain valid during the contract. If applicable, Bidder shall have a Commercial Pesticide Applicator Certification through the Virginia Department of Agriculture and Consumer Services (VDACS) by the Closing Date and Time of this RFQ. Successful Bidder shall maintain the certification for the term of any resulting contract.

H. Bidder shall certify and submit **Attachment B: Contractor Background Certification Form** as part of Bidder's response, and the statements certified therein will be binding throughout the term of any resulting contract with that Bidder.

I. Bidder shall have satisfactory and similar work experience in the past three years that shall serve as References. **See Attachment E: References.**

SECTION 6 CONTRACTOR RESPONSIBILITIES

A. General

1) Contractor shall be responsible for paying for all licenses, taxes, fuel, and other fees and operating costs incurred by the Contractor as part of its service/business. There shall be NO add-on charges of any kind not otherwise disclosed in the **Bid Sheet (Attachment A)** and incorporated into the final contract.

2) Contractor and its employees shall comply with all local, state, and federal mandates pertaining to all services and work to be provided herein.

3) Contractor shall work directly with the Director of Maintenance & Facilities and the Athletics/Activities Director on aspects of scheduling, equipment, service issues, NCPS holidays and breaks, etc.

4) All service shall be performed according to NCSB specifications. Service not meeting this standard shall be the Contractor's responsibility to correct to NCSB's satisfaction and at no cost to NCSB.

B. Personnel

1) Contractor shall only use competent and properly trained personnel to perform the work in accordance with this contract and shall be responsible for the complete supervision and direct the work of its employees.

2) Contractor shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders and adjacent property from injury/damage.

3) At least one on-site Contractor employee shall be capable of communicating and comprehending the English language.

4) Contractor and its employees shall perform all services with care and diligence and with safety and health in mind for the students and faculty of the schools.

5) Contractor shall ensure all personnel and equipment comply with OSHA and VOSH standards as they apply to the work being done and not create hazardous conditions with the equipment used.

6) Contractor is responsible for the conduct of all personnel while on NCSB sites. The conduct of all Contractor's personnel shall be professional at all times.

Substantiated reports of unprofessional demeanor or conduct will be grounds for the removal of the employee from serving on this contract. Repeated incidents may be grounds for termination of the entire contract.

7) No Contractor employee shall be admitted into a school building without being greeted by the Director of Maintenance & Facilities and/or the Athletics/Activities Director or without the school principal's prior knowledge and consent. Contractor's employees shall be required to sign in and out of the principal's office (reception desk).

C. Equipment & Supplies

1) The Contractor shall have its own fully-equipped operation. Contractor has its own mower and can supply all equipment to perform operations. Equipment will be the responsibility of the Contractor. Equipment shall not be left on the premises. Contractor will supply all materials. The School Board reserves the right to refuse substitutions.

2) All mower(s) and equipment shall be maintained in good, working condition in order to provide uninterrupted service and shall meet all applicable regulations and specifications and safety standards.

3) Contractor shall ensure uninterrupted service in the event of mechanical breakdown or accidents.

D. Schedule Delays/Conflicts

1) If Contractor experiences an unexpected delay or inability to perform services on a pre-scheduled day for inclement weather or any reason, the Contractor shall immediately notify the Director of Maintenance & Facilities and/or Athletics/Activities Director – no later than the close of business that same day. Both parties shall coordinate a make-up date if the Director of Maintenance & Facilities and/or Athletics/Activities Director deems its necessity. Contractor will not be remitted for dates that are altogether canceled and not rescheduled.

2) NCSB reserves the right to have the work accomplished by another source, and the Contractor may be held responsible for any resulting additional purchase and administrative costs in accordance with **Section 14P: Default.**

E. Insurance: The Contractor must maintain the insurance requirements set forth in Section 14R: Insurance.

SECTION 7 STATEMENT AND PAYMENTS

A. Statements

1) Services will be paid on a monthly basis for all services performed for the prior month. Statements must list individual dates and provide detail of services performed on those dates. Unit prices shown on statements must agree with the unit prices on the bid documents; if not, NCSB reserves the right to adjust accordingly or may return to the Contractor for adjustment.

2) Contractor shall submit itemized statements to: Northumberland County Public Schools Attn: Kellen Hardcastle. Email: khardcastle@nucps.net

B. Payments:

1) The School Board will pay the Contractor as compensation for the performance and completion of work acceptable to the School Board.

2) The School Board will pay statements within 30 days of receipt by the Department above, provided, however, the School Board will have the right to verify information contained on any statement and to correct any errors found therein before payment is made.

3) The School Board will not pay for service in advance of such service being provided.

SECTION 8 PERIOD OF CONTRACT

The effective period of the contract will be for twelve months covering from **July 1, 2026 – June 30, 2027.**

SECTION 9 REFERENCES

Using **Attachment E**, Bidder shall provide a minimum of four references of similar work and similar contract periods (i.e. annual), preferably with practice fields, who can attest to the Bidder's experience and qualifications, quality of service, timeliness and responsiveness to clients' needs. Bidders shall include the information requested on the form, ensuring that contact names and telephone numbers are current.

SECTION 10 INFORMATION REQUESTS AND ADDENDA

All questions relating to the scope of this solicitation shall be submitted in writing to **Kellen Hardcastle, Administrator of O&M, Northumberland County Public Schools, via email to: khardcastle@nucps.net by Monday, June 01, 2026 at 12 pm.** Questions shall be succinct and include the submitter's name and title, submitter's email, company name, and company address.

Necessary replies relevant to the scope of this RFQ will be issued as addenda, which will become part of the contract documents. Oral instructions DO NOT form a part of the bid documents.

SECTION 11 SITE VISIT

Requests for site visits may be made by contacting Kellen Hardcastle at khardcastle@nucps.net. Site visits can be scheduled until May 15, 2026.

SECTION 12 REQUIRED FORMS IN BIDDER'S SUBMISSION

For a bid to be considered, all required forms outlined below shall be *filled completely* and *signed* by the Bidder's representative in the appropriate spaces. The Bidder shall include the following materials and attachments as part of the bid submission. The School Board reserves the right to disqualify a bid if any of the following are not returned and/or completed in full:

1) Bid Title Sheet

2) Attachment A: Bid Sheet

3) Attachment B: Contractor Background Certification Form

4) Attachment C: State Corporation Commission Form

5) Attachment D: Statement of Non-Collusion Form

6) Attachment E: References

7) Attachment F: Debarment Certification

8) Attachment G: Certification as to New Restrictions on Lobbying Form

SECTION 13 BID REQUIREMENTS

Bids should be as thorough and accurate as possible. Bidders are required to submit items in a complete package with all required signatures and documents. Omission of any signatures,

required pages or omission of information requested within those pages, may cause Bidder to be deemed non-responsive and eliminated from further consideration. Bidder shall not submit corporate marketing materials or other pre-printed materials to supplant the written requirements of the response.

A. Closing Date and Time: **2:00 p.m. (EST) on Monday, June 05, 2026.**

B. Bid Copies: Bidder shall submit: two hardcopies. If additional hardcopies are required, the Purchasing Officer will request them.
   1. Hardcopy Bids: Hardcopy bids shall be received at the front reception desk of the Northumberland County School Board Office at the address on the cover of this RFQ no later than the Closing Date and Time. All bids received by hand-delivery only shall be accepted if received in their entirety and date/time stamped no later than the Closing Date and Time.
   2. Email, mailed, telephone or facsimile bids will not be accepted.

C. Unsealed, Informal Bid: This is an unsealed, informal Request for Quotes solicitation. This means the total contract value is estimated to fall under the procurement threshold requiring a sealed bid and therefore does not require a public opening. There will not be a public opening of bids after the Closing Date and Time. NCSB reserves the right to accept bids after the Closing Date and Time. Otherwise, late bids will become part of the procurement file.

SECTION 14 GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in its entirety. The procedure for filing contractual claims is in Section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the Vendors tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choices of law provisions, and any litigation with respect thereto shall be brought in the Circuit Court of Northumberland County, Virginia. The School Board and Contractor are encouraged to resolve any issues in controversy arising from the award of a contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations now in effect or hereafter adopted, in the performance of this

contract. Notwithstanding any other provision of the contract, no claim or dispute under the contract shall be subject to binding arbitration. The parties hereto consent to the jurisdiction and venue of said Court.

C. ANTI-DISCRIMINATION: Bidder certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the contract is with a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

During the performance of this contract, the Bidder agrees as follows:

1. The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, will state that such Bidder is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The requirements of these provisions 1. and 2. are a material part of the contract. If the Bidder violates one of these provisions, the School Board may terminate the affected part of this contract for breach, or at its option, the whole contract.

5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery

of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status is hereby incorporated in this contract.

6. The Bidder will include the provisions of Paragraph 1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Bidder.

D. ETHICS IN PUBLIC CONTRACTING: By submitting a bid, Bidder certifies that the bid is made without collusion or fraud and that Bidder has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with its bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the School Board, the Bidder certifies that the Bidder does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this contract, the Bidder certifies that they are not currently debarred or suspended by the Commonwealth of Virginia or the Federal Government. Bidder further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are not an agent of any person or entity that is currently debarred or suspended by the Commonwealth of Virginia or Federal Government. The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this Invitation to Bid must be executed and returned with bid documents. **See Attachment F**

G. ANTITRUST: By entering into a contract, the Bidder conveys, sells, assigns, and transfers to the School Board all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the School Board under said contract.

H. MANDATORY USE OF TERMS AND CONDITIONS: No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the NCSB representative whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the School Board.

J. PAYMENT: Where applicable: To Prime Contractor:

- Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- Unreasonable Charges. Under certain emergency conditions and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the School Board shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

To Subcontractors:

1. Within seven (7) days of the Contractor's receipt of payment from the School Board, a Contractor awarded a contract under this solicitation is hereby obligated:

2. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

3. To notify the School Board and the subcontractor(s), in writing, of the

Contractor's intention to withhold payment and the reason.

4. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the School Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by United States mail is deemed to be paid to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to paying an interest charge to a subcontractor may not be construed to be an obligation of the School Board.

K. PRECEDENCE OF TERMS: In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this contract, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDER: The School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the School Board all such information and data for this purpose as may be requested. The School Board reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The School Board further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the School Board that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Bidder in whole or in part without the written consent of the School Board.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the main contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The School Board may order changes within the general scope of the contract at any time by written notice to the Bidder. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Bidder shall comply with the notice upon receipt, unless the Bidder intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Bidder shall, in writing, promptly notify the School Board of the adjustment to be sought, and before proceeding to comply with the notice, shall await the School Board's written decision affirming, modifying, or revoking the prior written notice. If the School Board decides to issue a notice that requires an adjustment to compensation, the Bidder shall be compensated for any additional costs incurred as the result of such order and shall give the School Board a credit for any savings. Said compensation shall be determined by one of the following methods:

3. By mutual agreement between the parties in writing; or

4. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Bidder accounts for the number of units of work performed, subject to the School Board’s right to audit the Bidder’s records and/or to determine the correct number of units independently; or

5. By ordering the Bidder to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Bidder shall present the School Board with all vouchers and records of expenses incurred and savings realized. The School Board shall have the right to audit the records of the Bidder as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the School Board within 30 days from the date of receipt of the written order from the School Board. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Bidder from promptly complying with

the changes ordered by the School Board or with the performance of the contract generally.

6. The School Board may consider adding additional Contractors to the contract assuming they submit a reasonable bid and are considered responsible. The process will only be conducted once each year during the renewal period. Interested Contractors should submit their bids approximately 90 days prior to the expiration of the contract term stated herein.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the School Board, after due oral or written notice, may procure them from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

Q. TAXES: The School Board is exempt from federal excise tax and from all state and local taxes. Bidder shall not include such taxes in any invoices under this agreement. Upon request, the School Board will furnish the Bidder with a Sales and Use Tax Certificate, Form ST-12, or the School Board's tax exempt number.

R. INSURANCE: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverage and Limits:

- Workers' Compensation - Statutory requirements and benefits.
- Employer's Liability - $100,000.
- Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate.
- Automobile Liability - $1,000,000 combined single limit.

The Successful Bidder shall submit certificates of insurance to the School Board (Attn: Purchasing Office) prior to beginning work under the resulting contract and no later than ten (10) days after award of the contract. All policies of insurance shall carry the provision that the insurance will not be canceled or materially modified without 30 days prior written notice to the School Board or to the extent permitted by Virginia law. Failure to notify the School Board shall constitute a material breach of the contract.

The certificates of insurance shall list the School Board as the additional insured for the specified project as outlined in this RFQ. Copies of actual endorsements to the policy shall be required to confirm any special request, such as additional insured status. A certificate of insurance shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

The establishment of minimum limits of insurance by the School Board does not reduce or limit the liability or responsibilities of the Successful Bidder.

S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the School Board will publicly post such notice for a minimum of ten (10) days.

T. DRUG-FREE WORKPLACE: During the performance of this contract, the Bidder agrees to (i) provide a drug- free workplace for the Bidder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or Bidder.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Bidder, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. NONDISCRIMINATION OF CONTRACTORS: A Contractor shall not be discriminated against in the execution of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex- offenders on the specific contract is not in its best interest. If this contract is with a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public

body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. AVAILABILITY OF FUNDS: Notwithstanding all other provisions, the School Board shall be bound by this contract only to the extent that, in the School Board's opinion, there are funds appropriated for and available to perform its obligations hereunder, from all applicable federal, state and local sources.

W. PRICE CURRENCY: Unless stated otherwise in the solicitation, Bidder shall state offer prices in U.S. dollars.

X. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Y. NEW LOBBYING RESTRICTIONS: The Contractor agrees and certifies that (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and (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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. Contractor agrees to certify its compliance with this requirement by filling out and submitting **Attachment G** to the Northumberland County Public Schools.

SECTION 15 SPECIAL TERMS & CONDITIONS

A. AUDIT: The Bidder shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

B. AWARD: The School Board reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made based on the scoring matrix to the bidder(s) meeting the requirements of the solicitation. The School Board reserves the right to conduct any tests it may deem advisable and to make all evaluations. The School Board also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

C. CANCELLATION OF CONTRACT: The School Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Upon termination of the contract by the School Board, payment shall be made for any acceptable portion of the work completed up to the date of termination.

D. RENEWAL OF CONTRACT: If this contract has an option for the School Board to renew, it will be renewed under the terms of the original contract and based on Bidder's satisfactory performance of the contract. Written Notice: Written notice of the School Board's intention to renew shall be given approximately 150 days prior to the expiration date of each contract period. Price increases may be negotiated only at the time of renewal. If the School Board elects to exercise the option to renew the contract for an additional term, the contract price(s) for the renewal period shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "CPI-U, US City Average, All Items Less Food and Energy" section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. If during any subsequent renewal periods, the School Board elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the respective category of the "CPI-U, US City Average, All Items Less Food and Energy" for the latest twelve months for which statistics are available.

E. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 90 days. At the end of the day the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

F. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are canceled or rejected, the School Board reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a Page 18 of 29 contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds that were budgeted by the School Board for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The School Board shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the School Board wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the School Board and the lowest responsive, responsible bidder.

G. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the School Board's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

H. CONTRACT: Bidder shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve the Successful Bidder of the obligation to furnish all services necessary to carry out the provisions of any resulting contract.

It is expected that the Bidder who is selected by the School Board be ready to enter into contract negotiation upon award. It is also understood that no such agreement is valid until the School Board approves it. The executed contract will incorporate all terms and conditions included in this RFP and the Successful Bidder's bid.

It is also to be understood that the School Board may, at its discretion, make significant changes to this solicitation based on new information.

It is also to be understood that the School Board may, at its discretion, make recommendations to the selected firm regarding changes in proposed staffing, benefits, pay, and any other areas of a bid. These recommendations will be negotiated by the Superintendent or an approved designee(s).

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

I. NOTICES: All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) School Board business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

- To the School Board: The School Board designee as defined in the contract.
- To the Bidder: Bidder's Contract Administrator as defined in the contract.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

J. NON-PERFORMANCE: Any or all of the following apply when the School Board deems non-performance on the part of the Contractor during the term of the contract.

Delivery Delays: The School Board reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in the contract.

Unacceptable Deliveries (Rejections): Upon notification by the School Board that goods and/or service deliverables provided by the Bidder under the contract are damaged and/or not of the quality specified by the School Board, such goods and/or service deliverables will be rejected. Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the School Board.

Bidder shall remove all rejected materials, equipment or supplies from the premises of the School Board within ten (10) days of notification. Rejected goods and/or service deliverables not removed from the School Board's premises within ten (10) days will be regarded as abandoned, shall become the property of the School Board, and the School Board shall have the right to dispose of such items.

The School Board reserves the right to authorize immediate purchase from other sources against rejections.

Liability: Contractor shall be liable to the School Board for all costs incurred by the School Board as a result of Contractor's failure to perform in accordance with the contract. Bidder's liability shall include, but not be limited to:

Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Bidder and/or rejections of Bidder's goods and/or service deliverables.

Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by the School Board due to non-responsible performance of Bidder.

K. ERRORS IN BIDS:
When an error is made in extending total prices; the unit price will govern. Erasures/corrections in bids must be initialed by the Bidder. Carelessness in quoting prices, or in preparation of bids otherwise, will not relieve the Bidder. Bidder is cautioned to recheck its bid for possible errors.

L. COOPERATIVE AGREEMENTS: This procurement is being conducted by Northumberland County School Board ("NCSB") in accordance with Code of Virginia, Section 2.2-4303, as amended. If authorized by Contractor(s), the resultant contract(s) may be extended to any public body within the Commonwealth of Virginia to purchase at the contract price in accordance with the contract terms. The Contractor shall deal directly with any public body it authorizes to use the contract. NCSB, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the School Board, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a NCSB contract. The School Board

assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

ATTACHMENT A

Bids for Services

Service	Bid
Mowing	**$_____ per visit** ☐ We decline to bid.
Trimming	**$_____ per visit** ☐ We decline to bid.
Fertilizer Application	**$_____ per visit** ☐ We decline to bid.
Additional Charges List any and all other charges for related services that may be incurred during the period of this contract and are not included above. NCSB reserves the right to contract for these services with other vendor(s). See **Section 14 B: Award.** **_____ No additional fees for any other services. This section is intentionally left blank.**	
Service:	**$_____ ☐Each / ☐Per Hour**
Service:	**$_____ ☐Each / ☐Per Hour**
Service:	**$_____ ☐Each / ☐Per Hour**
Service:	**$_____ ☐Each / ☐Per Hour**
Service:	**$_____ ☐Each / ☐Per Hour**

Bidder:_____

ATTACHMENT B

CONTRACTOR BACKGROUND CERTIFICATION FORM

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Contractor certifies that neither the Contractor nor the Contractor's employees, agents, subcontractors or subcontractors' employees who will have direct contact with Northumberland County Public School students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor may require the above listed individuals to personally certify this information but the Contractor will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and the Contractor has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Contractor certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors' employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

- Contractor represents that none of its employees who will be in the presence of Northumberland County Public Schools students have been convicted of a felony or an offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor will obtain a Background Certification from all present and future employees and update the School Board of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor has established a process to maintain compliance with the terms set forth in this Contractor Background Certification and will provide verification to the School Board on request.

Contractor's signature on this form indicates that Contractor is deemed to have provided the certification described herein.

CONTRACTOR NAME _____
BUSINESS ADDRESS _____
PHONE NUMBER _____
CERTIFIED BY _____
Signature

_____

Printed Name

TITLE _____

DATE _____

ATTACHMENT C

STATE CORPORATION COMMISSION FORM
Virginia State Corporation Commission ("SCC") registration information.

The undersigned Bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust. And complete the following as applicable: ☐ The undersigned Bidder is a Sole Proprietor. ☐ The undersigned Bidder is OTHER: _____

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

NOTE Check the following box if you **have not** completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (NCSB reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT D

STATEMENT OF NON-COLLUSION

In the preparation and submission of this bid, we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1.69.9. The undersigned hereby certifies that this bid, any ensuing contract, or any claims resulting from either, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Northumberland County School Board has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

CONTRACTOR NAME _____

CERTIFIED BY _____
Signature

_____
Printed Name

TITLE _____

DATE _____

ATTACHMENT E

REFERENCES (Refer to all requirements under Section 9.)
Ensure all contact information is valid and the individual can be reached.

Reference #1	
Name of Client / Company	
Contact Name	
Contact Phone Number	
Contact Email Address	
Services Provided? Please fully describe the services provided to this client, incluring, but not limited to, number of grounds, type of grounds, type of service / treatment, frequency, length of contract period, etc.	

Reference #2	
Name of Client / Company	
Contact Name	
Contact Phone Number	
Contact Email Address	
Services Provided? Please fully describe the services	

provided to this client, incluring, but not limited to, number of grounds, type of grounds, type of service / treatment, frequency, length of contract period, etc.	

Reference #3	
Name of Client / Company	
Contact Name	
Contact Phone Number	
Contact Email Address	
Services Provided? Please fully describe the services provided to this client, incluring, but not limited to, number of grounds, type of grounds, type of service / treatment, frequency, length of contract period, etc.	

Reference #4	
Name of Client / Company	
Contact Name	
Contact Phone Number	
Contact Email Address	
Services Provided? Please fully describe the services provided to this client, incluring,	

but not limited to, number of grounds, type of grounds, type of service / treatment, frequency, length of contract period, etc.	

ATTACHMENT F

DEBARMENT CERTIFICATION
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The offeror certifies, to the best of its knowledge and belief, that: (i) The Offeror and/or any of
its Principals:

(A) Are ___**I. CERTIFICATION.** are not ___ presently debarred, suspended, proposed for debarment,
or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have
___ have not ___, within a three-year period preceding this offer, 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) contract or
subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or
commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,
making false statement, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a
governmental entity with, commission of any of the offenses enumerated in paragraph

(a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

"Principals," for the purposes of this certification, means officers; directors; NCSB; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the NCSB if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a 9 determination of the offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate NCSB official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the NCSB, the appropriate NCSB official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001,Title 18, United States Code.

Name: _____

____ Signature: _____

_ Title: _____

_____ Date: _____

_____ Company: _____

_

ATTACHMENT G

CERTIFICATION AS TO NEW RESTRICTIONS ON LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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.

Name: _____
Signature: _____
Title: _____
Date: _____
Company: _____