

**REQUEST FOR PROPOSAL**  
**FOR A MODULAR CLASSROOM CONTRACT**  
**Upcoming School Year 2011-2012**

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*For Mosaica Education, Inc.  
Arts and Technology Academy of Pontiac:*

One Modular Classroom Building

Mosaica Education, Inc.  
600 W. St. Joseph Street, Suite 1  
Lansing, MI 48933

**BIDS DUE July 8, 2011 at 10:00 a.m.**

## GENERAL INFORMATION

### A. Intent

1. This request for proposal is for the purpose of entering into a contract for the provision of one modular classroom for Mosaica Education, Inc.'s charter school(s), Arts and Technology Academy of Pontiac, herein after referred to as the School (SCHOOL).
2. The Modular Facilities Vendor will hereafter be referred to as the MFV and the contract will be between the MFV and the SCHOOL.

### B. Procurement Method

Request for Proposal. See section K for award criteria. The SCHOOL will enter into a fixed price contract with the successful vendor.

### C. Proposal Submission and Award

1. Sealed proposals are to be submitted to:  
Arts and Technology Academy of Pontiac  
600 W. St. Joseph Street, Suite 1  
Lansing, MI 48933  
Attention: Mr. Thomas Tebeau
2. **Proposals will be accepted until 10:00 a.m. on July 8th, 2011.** The proposal is to be submitted in a sealed envelope marked " Arts and Technology Academy of Pontiac Modular Classroom Proposal."
3. The SCHOOL reserves the right to reject any or all proposals, if deemed to be in the best interest of the SCHOOL.
4. To be considered, each vendor must submit a complete response to this solicitation including the forms provided.
5. Awards shall be made to the qualified and responsible vendor whose proposal is responsive to this solicitation. A responsible vendor is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
6. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the vendor's own risk and he/she cannot secure relief on the plea of error.
7. **If additional information is required, please contact: Thomas Tebeau at 517.371.5948 ext 320.**

### D. Incurred Costs

The SCHOOL is not liable for any cost incurred by the vendor prior to the signing of a contract by all parties.

### E. Contract Terms

Purchase or lease to own of a reconditioned or new 24' x 36' classroom with two (2) age appropriate ADA restrooms. If the SCHOOL decides to lease to own for a period of two, three, four or five years at the end of the lease the SCHOOL will own the classroom free of any additional cost.

F. Late Proposals

~~Any proposal received after the exact time specified for receipt will not be considered.~~

G. Performance Bond

The MFV will be required to provide a performance bond as part of the contract for the benefit of the SCHOOL in an amount sufficient to cover the costs of an emergency termination of the contract, up to 50% of the estimated cost of the modulars for the contract term.

H. Gifts from MFV

The SCHOOL's officers, employees or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under State law, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

I. Payment and Fees

The MFV shall receive a fixed contract price for the modulars spread as rent across the 12 months of the initial term. **All vendors must complete "Price Proposal-Form #5" and submit with the proposal response.** The fixed price must include all costs of preparing and delivery the modulars, including transportation, installation, and administration.

K. Award Criteria

It is the intent of the SCHOOL to accept the proposal that is most advantageous to its interests.

L. Final Contract

The complete contract includes all documents included by the SCHOOL in the RFP and all documents submitted by the MFV that have been mutually agreed upon by both parties.

## TERMS AND CONDITIONS

### I. SCOPE AND PURPOSE

- A. The MFV shall provide one modular classroom, with all appropriate toilet facilities, at the Mosaica Education Charter Schools, Arts and Technology Academy of Pontiac.
- B. The modular will be placed on space at the Main Campus (Arts and Technology Academy of Pontiac, 48980 Woodward, Pontiac, MI, 48342) to provide space for the one class of 30 students.
- C. The MFV shall be an independent contractor and not an employee of the SCHOOL. The employees of the MFV are not employees of the SCHOOL.

### II. SIGNATURE AUTHORITY

- A. The SCHOOL shall retain signature authority for any purchase orders for equipment and systems installed in the modulares. It is Arts and Technology Academy of Pontiac intent to award security system, phone system, and PA system bids separately.

### III. PERMITS

- A. The MFV shall be responsible for submitting and obtaining all necessary permit applications and paying for said permits.

### IV. HEALTH, SAFETY, AND CERTIFICATE OF OCCUPANCY

- A. The MFV shall be responsible for the health and safety of all its employees involved in the transport and installation of their modular facilities at Arts and Technology Academy of Pontiac and shall ensure that all state and local regulations are being met.
- B. The MFV shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration at the time the employee begins work.
- C. The MFV shall maintain state and/or local health certifications for any facility outside the SCHOOL in which it proposes to prepare these modular facilities for shipment.
- D. The MFV shall be responsible for gaining the certificate of occupancy for the modular facilities including correcting any faults determined by official inspectors.

### V. COMPLIANCE TO SPECIFICATIONS

- A. The MFV shall provide the specified type of facilities and service described in Section IX ("Specifications"), which is hereby, in all respects, made a part of this contract.
- B. No payment will be made to the MFV for modular facilities that are unsafe or not in compliance with the Specifications at the time of delivery, or do not otherwise meet the requirements of the contract.

### VI. BOOKS AND RECORDS

- A. The MFV shall maintain such records (supported by invoices, receipts or other evidence) as the SCHOOL will need to meet monthly reporting responsibilities.
- B. The MFV shall maintain records of the hours and wages of their employees, and such records shall be open for inspection by the Michigan Department of Employment Services.
- C. The MFV shall retain records for a period of 3 years plus the current year. If audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.

VII. EMPLOYEES

- A. The MFV shall comply with all wage and hours of employment requirements of federal and state laws. All MFV employees shall be covered by Workers' Compensation Insurance with appropriate signage.
- B. The MFV shall be responsible for training personnel, including SCHOOL employed custodians. The MFV shall provide Workers' Compensation coverage for its employees.
- C. All personnel assigned to the modular facilities in the school shall be instructed in the use of all emergency valves, switches, fire and safety devices in the modular facilities.

VIII. FACILITIES, FIXTURES, and EQUIPMENT

- A. The SCHOOL will replace, repair and maintain systems and equipment that is the school's personal property; the MFV will replace, repair and maintain fixtures and facilities.
- B. The MFV shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
- C. The SCHOOL, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment owned by the SCHOOL and remove said equipment from the modular facilities.
- D. The SCHOOL shall surrender to the MFV upon termination of the contract all facilities and fixtures owned by the MFV in good repair and condition.
- E. Deinstallation and Return Shipping must be detailed and included in the proposal.

IX. SPECIFICATIONS

A. Site

1. The site for installation of the modular is a flat, grassy area behind the school by the existing gym.
2. It is expected that the MVP excavate to a set level and then fill or "cap" with suitable clean soils.
3. The proposal should cover preparation of the site excluding soil remediation.

4. Bidders should examine the site fully to determine accessibility for the modular facilities proposal. Visits must be coordinated with the school and take place after children have left and are no longer using the area.
5. The MFV shall promptly notify the SCHOOL in writing of any material that may be hazardous, subsurface or latent physical conditions at the site differing from those indicated, or any unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. This will allow the SCHOOL to promptly investigate the conditions and consider issuing a Change Order.

B. Modular

1. The SCHOOL is desirous of acquiring one (1) air conditioned modular classroom to accommodate 30 students.
2. The modular shall have two age appropriate handicapped accessible bathroom(s). One boys' bathroom and one girls' bathroom are preferred.
3. Internal ceilings will be 8' or higher.
4. A teacher closet / storage in each classroom would be preferred.
5. Footers / foundations are required.
6. ADA compliant decks and ramps are required.
7. The modular will be skirted.
8. Fire suppression per code is required (sprinklers if required or another acceptable form of suppression).
9. Used modular must be renovated to "in like new" condition and have any necessary upgrades as required by the State of Michigan. The date of original manufacture shall be included with the bid.
10. Blueprints of the modular and specifications must be included with the bid.
11. Construction of modular shall be in full compliance with the International Building Code, Uniform Federal Accessibility Standards, and the State of Michigan Building Code.
12. Electrical work shall be in full compliance with the National Electrical Code.

C. Drawings

1. MFV shall provide engineered drawings to the SCHOOL as part of permit submittal. These should cover modular building, building foundations, and steps, decks, and ramps (and foundations for these).
2. All drawings are to be sealed by a professional engineer registered in the State of Michigan.

D. Licenses, Fees, Permits and Taxes

1. The MFV shall obtain and maintain all licenses, permits and safety certifications on their preparation facilities, as required by federal, state and local laws. The cost of these licenses, fees, permits, and certificates shall be covered by the bid cost.
2. The MFV shall prepare and obtain all required permits for the transport and installation of the modular(s) on the worksite. The cost of these permits shall be covered by the bid cost.
3. The SCHOOL being a public charter school is tax exempt in the State of Michigan. Any taxes the MFV incurs is the MFV's responsibility.
4. The MFV shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for MFV employees; the MFV shall hold the SCHOOL harmless for all claims arising from payment of such taxes and fees.

#### E. Installation

1. The MFV shall install the modular so that it is functional as a classroom for the SCHOOL.
2. Water, sewer, and electric utility connections are the responsibility of the MFV, as are extending the site utilities from their current terminii.
3. Water and sewer are available at the Arts and Technology Academy of Pontiac address within XX feet of the modular area.
4. Approximate electric service line termination locations will be reflected in the drawings.
5. Bidders should verify distances for their particular modular(s) plan during their site visit.
6. Installation of modular will be in accordance with approved plans and industry standards.
7. Modular will be anchored securely in accordance with approved structural plans.
8. Modular will be skirted with vented vinyl siding with proper framing for skirting. Each modular should be provided with one access way in the skirting for each modular.
9. The MFV shall construct means of entrance and egress per the approved plans. A minimum of one ADA compliant ramp will be required. All stairs, decks, and ramps are to be constructed of pressure treated lumber.
10. Ramps must terminate on sidewalks or on the parking lot. If new sidewalk is required, it must connect with existing sidewalk or parking without any steps so that it is handicap accessible.
11. The MFV shall arrange for final inspection of utilities and building(s) and assist with inspections until use and occupancy certificates are granted.
12. The MFV shall comply with all SCHOOL building rules and regulations. The MFV shall not interfere with ongoing operations at the SCHOOL.

#### F. Work Schedule

1. The MFV shall develop a schedule of operations and obtain the SCHOOL's approval thereof before starting any work.

2. The first day of school is September 6, 2011 and is the target date for completion of installation. Time is of the essence.

X. NON-DISCRIMINATION

Both the SCHOOL and the MFV agree that no one who works on the project will be discriminated against on the basis of race, color, national origin, gender, religion, age, sex, disability, political beliefs, sexual orientation, and marital or family status.

XI. EMERGENCIES

- A. The SCHOOL shall notify the MFV of any interruption in utility service of which it has knowledge.
- B. The SCHOOL shall notify the MFV of any delay in the beginning of the school day or the closing of school(s) due to emergency situations. The SCHOOL shall notify the MFV of changes in the school calendar.

XII. TERM & TERMINATION

- A. This contract shall become effective when signed, with anticipated completion of installation on August 19, 2011 and terminate when paid in full or at the end of lease whichever comes first
- B. The SCHOOL may terminate the contract for cause by giving sixty (60) days written notice.
- C. Prior to the start of installation, if either party is unable to perform because of circumstances beyond the control of the MFV or SCHOOL, either party may terminate the contract by giving (ten) 10 days written notice to the other party.
- D. Neither the MFV nor the SCHOOL shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the MFV or the SCHOOL, respectively, and which by the exercise of due diligence they were unable to prevent.
- E. At the end of the term, the MFV will disassemble, de-install, and return ship the modular(s) at the bid price. The property will be left free of construction debris and safe for the use of children.

XIII. NONPERFORMANCE BY MFV

- A. In the event of the MFV's nonperformance under this contract and/or the violation or breach of the contract terms, the SCHOOL shall have the right to pursue all administrative, contractual and legal remedies against the MFV and shall have the right to seek all sanctions and penalties as may be appropriate.

XIV. CERTIFICATIONS

- A. The MFV shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

- B. The MFV shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the MFV shall be required to compute the wages of every laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in any work week.

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- C. The MFV shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- D. The MFV shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- E. The MFV has signed the Certification of Independent Price Determination.
- F. The MFV has signed the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- G. The MFV has signed the Certification Regarding Clean Water and Air.
- H. The MFV has signed the Certification Regarding Lobbying.

XV. MISCELLANEOUS

- A. This contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Michigan.
- B. The MFV shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SCHOOL.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. This contract and any riders, addenda or appendices thereto constitute the entire contract between the SCHOOL and the MFV.
- F. Any silence, absence or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of a quality that would normally be specified by the SCHOOL are to be used.
- G. Payments on any claim shall not preclude the SCHOOL from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.

## XVI. INSURANCE

- A. The MFV shall assume responsibility for its actions and those of anyone else working for it while engaged in any activity with the contract. The MFV shall carry sufficient insurance (minimum \$1,000,000) to protect it and the SCHOOL from any property damage or bodily injury claims arising out of contracted work. All insurance premiums shall be paid by the MFV.
- B. ~~The MFV shall provide proof of insurance for General Liability, Transportation Insurance, and Worker's Compensation. Liability insurance must cover personal injury and bodily injury. Broad Form Property Damage Liability must be afforded.~~
- C. The certificates shall be furnished to the SCHOOL at the time of the award.
- D. The SCHOOL, its officers, employees and agents shall be named as additional insured under the Liability policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the SCHOOL will be called upon to contribute to a loss to or due to the modular(s), their appended ramps and stairs, foundations, or other MFV's property.
- E. All required insurance coverage must be in effect not later than 12:01 am, July 1, 2011 and shall remain in effect for the duration of the contract.
- F. The SCHOOL must be notified in writing 30 days in advance of any reduction or cancellation of this policy.

## XVII. INDEMNITY AGREEMENT

- A. The MFV shall defend, indemnify and save harmless the SCHOOL, its officers, agents, and employees, from any and all claims, demands, damages, costs, expenses, judgments, attorney fees, or any liability arising out of this contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or DC Franchise Tax Board with respect to the MFV's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it is willful, intentional or actively or passively negligent on the part of the MFV or its agents, employees or other independent consultants directly responsible to the MFV.

**FORMS and EXHIBITS**

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Independent Price Determination Certificate*	Form #1
Suspension and Debarment Certificate*	Form #2
Clean Air and Water Certificate*	Form #3
Disclosure of Lobbying Activities Certificate*	Form #4
Price Proposal*	Form #5

*\* Forms must be completed and submitted with proposal response.*

Form # 1

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

Both the School (SCHOOL) and Modular Facilities Vendor (offeror) shall execute this Certificate of Independent Price Determination.

\_\_\_\_\_  
NAME OF MODULAR FACILITIES VENDOR

\_\_\_\_\_  
NAME OF SCHOOL

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Modular Facilities Vendor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

**To the best of my knowledge, this Modular Facilities Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:**

\_\_\_\_\_  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
TITLE

DATE \_\_\_\_\_ COMPANY'S AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**In accepting this offer, the SCHOOL certifies that no representative of the SCHOOL has taken any action that may have jeopardized the independence of the offer referred to above.**

\_\_\_\_\_  
SIGNATURE OF SCHOOL'S

\_\_\_\_\_  
TITLE

DATE \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**NOTE: ACCEPTING A VENDOR'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.**

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**U. S. DEPARTMENT OF AGRICULTURE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name PR/Award Number or Project Name

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

\_\_\_\_\_  
Names(s) and Title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature(s) Date

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CLEAN AIR AND WATER CERTIFICATE**

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School (SCHOOL) and Modular Facilities Vendor (offeror) shall execute this Certificate.

\_\_\_\_\_  
NAME OF MODULAR FACILITIES VENDOR

\_\_\_\_\_  
NAME OF SCHOOL

THE MODULAR FACILITIES VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Modular Facilities Vendor.

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SIGNATURE OF OFFEROR  
COMPANY'S AUTHORIZED REPRESENTATIVE

---

TITLE

---

DATE

---

SIGNATURE OF SCHOOL'S  
AUTHORIZED REPRESENTATIVE

---

TITLE

---

DATE

**CERTIFICATION REGARDING LOBBYING**

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 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 undersigned 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 sub-recipients shall certify and disclose accordingly.

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

**Name/Address of Organization**

**Name/Title of Submitting Official**

**Signature**

**Date**

PRICE PROPOSAL

Vendor certifies that one (1) modular classroom will be provided to the Arts and Technology Academy of Pontiac, Pontiac, MI., at the following price which is inclusive of all specifications, terms and conditions of the Request for Proposal bid due dated July 8, 2011.

Arts and Technology Academy of Pontiac

Bid pricing:	<u>Reconditioned</u>	<u>New</u>
24' x 36' Classroom w/(2) ADA RR	\$ _____	\$ _____
One-way freight	\$ _____	\$ _____
Pier installation 24" x 42" ea.	\$ _____	\$ _____
Multi-sectional setup	\$ _____	\$ _____
Auger tie-down (# of _____)	\$ _____	\$ _____
Skirting installed (Vinyl)	\$ _____	\$ _____
Site Built Ramp	\$ _____	\$ _____
<b>Total Purchase Price</b>	<b>\$ _____</b>	<b>\$ _____</b>

<u>Lease to Own Monthly Payments:</u>	<u>Interest Rate</u>
2 year monthly payment	\$ _____
3 year monthly payment	\$ _____
4 year monthly payment	\$ _____
5 year monthly payment	\$ _____

<u>One time cost:</u>	
Water and Sewer connections	\$ _____
Electrical connections	\$ _____
<b>Natural Gas connections</b>	<b>\$ _____</b>

VENDOR:

Company name \_\_\_\_\_

Company address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

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