

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
RFP #2024-01: GDSN Connection Software

This required certification document has been prepared as a fillable Adobe form. Vendor is not required to print or physically sign the document. All fields requiring Vendor's attention can be completed through Adobe Acrobat Reader program and digital signatures are accepted.

The following Regulations are listed on pages 3-14 for reference. Proposer is required to review all regulations and agree to each on the Agreement Form found on page 24.

Name of Regulation	Link	Page #
Alcoholic Beverage and Tobacco-Free Campus Policy	21 CFR/Chapter I/Subchapter K/Part 1140/Subpart A/1140.1	3
Breach of Contract Terms, Sanctions and Penalties	2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 (A)	3
Buy American Provision	7 CFR/Subtitle B/Chapter II/Subchapter A/Part 2210/Subpart E/210.21(D)	3
Buy American Exception List	7 CFR/Subtitle B/Chapter II/Subchapter A/Part 2210/Subpart E/210.21(D)	4
Byrd Anti-Lobbying	2 CFR/Subtitle B/Chapter IV/Part 418/Appendix B to Part 418	4
Civil Rights/Discrimination	Title VI; Section 504; Age Discrimination Act; ; Title 7 CFR Parts 15, 15a, and 15b; Americans with Disabilities Act	5
Clean Air Act and Water Pollution Control Act	2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 (G)	6
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Iran Contracting	48 CFR/Chapter 1/Subchapter D/Part 25/Subpart 25.7/25.703-3	12
Procurement of Recovered Materials	https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D	12
Profit as a Separate Element	https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D	13
Termination for Cause or Convenience	2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 (B)	13
Workers Compensation	48 CFR/Chapter 9/Subchapter I/Part 970/Subpart 970.28/970.2803-1	14

The following documents are required and must be submitted with the bid response. Please follow all instructions outlined for each.

Certificate of Insurance (exhibit only)	2 CFR/Subtitle A/Chapter II/Part 200/200.447	15
E-Verify	48 CFR/Chapter 1/Subchapter H/Part 52/Subpart 52.2/52.222-54	16
W9	CLICK HERE FOR ONLINE "FORM W-9"	17

The following requires the Proposer to complete each inserted form beginning on page 17.

Conflict of Interest Questionnaire	2 CFR/Subtitle B/Chapter IV/Part 400/400.2	17
Disclosure of Lobbying Activities	2 CFR/Subtitle B/Chapter IV/Part 418/Appendix B to Part 418	20
Felony Conviction Notification	21 CFR/Chapter II/Part 1301/Employee Screening-Non-Practitioners/1301.90	23
Agreement Form	Fillable form, inserted	24

1. ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently and always displayed in all entrances to school property.

Alcoholic Beverage & Tobacco-Free Policy: [21 CFR/Chapter I/Subchapter K/Part 1140/Subpart A/1140.1](#)

2. BREACH OF CONTRACT TERMS, SANCTIONS AND PENALTIES

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

Provisions regarding Proposer default are included in the Contract Terms and Conditions. Any Contract award will be subject to such Contract Terms and Conditions, as well as the Contract entered between the contracting entity and Proposer which must be consistent with and protect the contracting entity at least to the same extent as the Contract Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to the administrative, contractual, legal remedies for violation or breach of the Agreement, and providing sanctions and penalties, which are included in the Contract Terms and Conditions.

Violation or Breach of Contract Terms: [2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 \(A\)](#)

3. BUY AMERICAN PROVISION

This Certification is required for all items domestically grown and processed in the United States, which exceeds 50% domestic end product. Proposer is to provide certifications for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

Vendor certifies that vendor complies with all applicable provisions of the Buy American Act. The Buy American Provision requires school food authorities to schools to purchase, to the maximum extent practicable, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities

that were grown domestically and processed domestically. Unprocessed foods must be 100% domestic. See [7 CFR § 210.21\(d\)](#), and USDA-FNS memo [SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program](#). The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition.

Buy American Certification: [7 CFR/Subtitle B/Chapter II/Subchapter A/Part 2210/Subpart E/210.21\(D\)](#)

4. “BUY AMERICAN” WAIVER EXCEPTION LIST

Documentation is required for all food items that are not produced and processed in the U.S. with at least 51% of its agricultural food components, by weight or volume, from the U.S. The Buy American regulations states:

The “Buy American” provisions of Public Law (p.L.) 105-336 under the Richard B. Russell National School Lunch Act allows for an exception when the recipient agency determines that the following instances apply to non-domestic produced products:

- a. There is no domestic alternative source or substitute food product.
- b. Domestic products are not available in the specified quantity or quality.
- c. The cost difference of domestic product vs non-domestic is unreasonable.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1996; 67 FR 65015, Oct. 23, 2002]

PLEASE COMPLETE THE BUY AMERICAN DEVIATIONS ATTACHMENT IN THIS RFP.

If any “domestic alternatives” are available, please provide the pricing comparison for all products on the attachment included in this RFP.

Buy American Waiver Exception List: [7 CFR/Subtitle B/Chapter II/Subchapter A/Part 2210/Subpart E/210.21\(D\)](#)

5. BYRD ANTI – LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

<p style="text-align: center;">Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p>
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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: <https://www.gsa.gov/Forms/TrackForm/33144>.

(3) The signer 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.

Byrd Anti-Lobbying: [2 CFR/Subtitle A/Chapter II/Part 200/200.450](#) and [2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 \(I\)](#)

6. CIVIL RIGHTS/DISCRIMINATION

It is the policy of the school district and/or CN purchasing cooperative not to discriminate based on race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment, because of age (except when based on a bona fide occupational qualification), color, disability national origin, race, or gender. Vendor further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

[Title VI](#) of the Education Amendments of 1972; [Section 504](#) of the Rehabilitation Act of 1973; the [Age Discrimination Act](#) of 1975; [Title 7 CFR Parts 15, 15a, and 15b](#); the [Americans with Disabilities Act](#); and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities:

Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

The responding bidder agrees as follows:

- A. To comply with all the requirements of the Clean Air Act and Federal Water Pollution Control Act respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under 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 carried out.
- 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 ([42 U.S.C. 7401–7671q](#)).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended ([33 U.S.C. 1251–1387](#)).
- 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 the Clean Air Act, an approved implementation procedure or plan under the Air Act.
- 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 discharge by the Environmental Protection Agency or by a State under an approved program, as authorized by the Water Act or by local government to ensure compliance with pretreatment regulations as required.
- 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 responding bidder.

Clean Air and Water Act: [2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 \(G\)](#)

8. COOPERATIVE AGREEMENTS

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual
 - (ii) A subsidy
 - (iii) A loan
 - (iv) A loan guarantee, or
 - (v) Insurance.

Cooperative Agreement: [2 CFR/Subtitle B/Chapter XI/Subchapter A/Part 1108/Subpart B/1108.110](#)

9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS



United States Department of Agriculture
AD-1047

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Debarment and Suspension: [2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 \(H\)](#)

Instructions for Certification of Debarment and Suspension

By signing and submitting this document, the prospective primary participant is providing the certification in accordance with these instructions.

- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or

explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, the failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
 - (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (5) 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 - (6) The prospective primary 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 entering into this transaction.
 - (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 System for Award Management (SAM) database.
 - (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters 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 may terminate this transaction for cause or default.
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10. DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
- 2) Establishing a drug-free awareness program to inform employees about all the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person's or organization's policy of maintaining a drug-free workplace.
 - c) The availability of drug counseling, rehabilitation, and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Proposer must agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

Proposer understands that if the DISTRICT determines vendor has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. Proposer further understands that, should they violate the terms of the Drug-Free Workplace Act of 1990, they may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

By agreeing to the Drug-Free Workplace Act, Proposer acknowledges they are aware of the provisions of Government Code sections 8350 et. seq. and hereby certify they will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Drug-Free Workplace: [38 CFR/Chapter I/Part 48/Subpart F/48.635](#)

11. EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts, and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

Equal Opportunity Employment: [2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 \(C\)](#)

12. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) – MINORITY & WOMEN'S BUSINESS ENTERPRISE (MWBE), SMALL BUSINESS ENTERPRISE (SBE), AND LABOR SURPLUS AREA (LSA) FIRM PARTICIPATION

Per [2 CFR §200.321](#) contracting with MWBE, SBE, and LSA firms both as prime and subcontractors is encouraged.

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The prime contractor must take the affirmative steps outlined above. It will be the responsibility of the prime contractor to pre-qualify and subcontractors offered as Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm participants. These entities must meet the same

minimum standards and requirements as the prime contractor. Proposers shall indicate on their submitted proposals whether they are a Small and Minority Business, Women's Business Enterprise, or Labor Surplus Area Firm and with whom they are certified, e.g. City, State, Federal, and include a copy of the certificate(s)/documentation with the proposal response.

SMWBE: [2 CFR/Subtitle A/Chapter II/Part 200/Subpart D/200.321](#)

13. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Procurement of Recovered Materials: [2 CFR/Subtitle A/Chapter II/Part 200/Subpart D/200.323](#)

14. Profit as Separate Element (Contract Cost and Price)

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
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15. PROHIBITION ON CONTRACTING WITH ENTITIES THAT EXPORT SENSITIVE TECHNOLOGY TO IRAN

1. The head of an executive agency may not enter into or extend a contract for the procurement of goods or services with a person that exports certain sensitive technology to Iran, as determined by the President, and has an active exclusion in the System for Award Management at <http://www.sam.gov> (22 U.S.C. 8515).
2. Each offeror must represent that it does not export any sensitive technology to the government of Iran, or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran.
3. **Exception for trade agreements.** The representation requirement of [paragraph \(b\)](#) of this subsection does not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see subpart 25.4).

Iran Contracting: [48 CFR/Chapter 1/Subchapter D/Part 25/Subpart 25.7/25.703-3](#)

16. TERMINATION FOR CAUSE OR CONVENIENCE

Pursuant to Federal Rule (B) above, when federal funds are expended by the school district and/or CN purchasing cooperative, the school district and/or CN purchasing cooperative, reserves the right to immediately terminate any agreement more than \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The school district and/or CN purchasing cooperative, also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the school district and/or CN purchasing cooperative, believes, in its sole discretion that it is in the best interest of the school district and/or CN purchasing cooperative, to do so. The vendor will be compensated for work performed and accepted and goods accepted by the school district and/or CN purchasing cooperative, as of the termination date if the contract is terminated for convenience of the school district and/or CN purchasing cooperative. Any award under this procurement process is not exclusive and the school district and/or CN purchasing cooperative, reserves the right to purchase goods and services from other vendors when it is in the best interest of the

school district and/or CN purchasing cooperative.

Termination for Cause and Convenience: [2 CFR/Subtitle A/Chapter II/Part 200/Appendix II to Part 200 \(B\)](#)

17. WORKER'S COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.


Proposer agrees they are aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the proposer must agree with the above certificate which must be filed with the awarding body prior to performing any work under this contract.)

Worker's Compensation: [48 CFR/Chapter 9/Subchapter I/Part 970/Subpart 970.28/970.2803-1](#)

The following pages require submission of specific documents not included in this packet and completion of inserted forms to be initialed and/or signed in specified fields for this document to be complete.

18. CERTIFICATE OF INSURANCE (exhibit only)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAME: PHONE (A/C, H/O, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE:	CONTACT NAME: PHONE (A/C, H/O, Ext): FAX (A/C, H/O): E-MAIL: ADDRESS: NAIC #
INSURED NAME: ADDRESS: CITY/STATE/ZIP: PHONE (A/C, H/O, Ext): E-MAIL: INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBNO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER
 NAME:
 ADDRESS:
 CITY/STATE/ZIP:
 PHONE (A/C, H/O, Ext):
 E-MAIL:

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE:

Certificate of Insurance: [2 CFR/Subtitle A/Chapter II/Part 200/200.447](#)

19. E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. Proposer has reviewed 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. The authorized agent of the Business Entity acknowledges notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

This acknowledgement is declared under penalty of perjury, a Class D Felony, that the foregoing representations are true.

E-Verify: [48 CFR/Chapter 1/Subchapter H/Part 52/Subpart 52.2/52.222-54](#)

20. W-9 (proposer is required to submit a currently dated and signed W-9)

[CLICK HERE FOR ONLINE "FORM W-9"](#)

21. CONFLICT OF INTEREST

No employee, officer, or agent may participate in the planning, advertising, selecting, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest, *see* 2 CFR § 200.318(c)(1). Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm consideration for a contract. Chapter 176 of the Local Government Code requires any Vendor that does business with the school district and/or CN purchasing cooperative, to complete a

Conflict of Interest Questionnaire (Form CIQ) in the following situations: The vendor has a business relationship with a local governmental entity and:

1. Has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer.
2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than \$100 in the 12-month period (excludes food).
3. Has a family relationship with a local government officer of that local governmental entity; or
4. The amount either of a contract that is executed or under consideration between the vendor and that local governmental entity exceeds \$1 million.

The completed conflict of interest questionnaire must be filed with the school district and/or CN purchasing cooperative's Business Office no later than the seventh business day after the later of:

1. The date that the vendor:
 - a. Begins discussions or negotiations to enter a contract with the local governmental entity; or
 - b. Submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
2. The date the vendor becomes aware of:
 - a. An employment or other business relationship with a local government officer, or a family member of the officer.
 - b. Giving one or more gifts, as defined above; or
 - c. A family relationship with a local government officer.

The vendor filing the questionnaire must:

1. Describe each employment or business and family relationship the vendor has with each local government officer of the local governmental entity.
2. Identify each employment or business relationship with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the vendor.
3. Identify each employment or business relationship with respect to which the vendor receives, or is likely to receive, taxable income, other than investment income, that:
 - a. Is received from, or at the direction of, a local government officer of the local governmental entity;

- and
- b. Is not received from the local governmental entity; and
4. Describe each employment or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
 - a. Serves as an officer or director; or
 - b. Holds an ownership interest of one percent or more.

If no conflict of interest exists, you must type "N/A" on Box 1 of the Form CIQ, sign it, and date it.

A vendor shall file an updated completed questionnaire with the school district and/or CN purchasing cooperative's Business Office no later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

The school district and/or CN purchasing cooperative's Business Office shall:

1. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict-of-interest questionnaire; and
2. Maintain the statements and questionnaires that are required to be filed under this chapter in accordance with the local governmental entity's records retention schedule.

In addition, Chapter 176 of the Local Government Code requires a local government officer to file a Conflict-of-Interest Disclosure (Form CIS) with respect to a Vendor if:

1. The Vendor enters a contract with the local government entity, or the local governmental entity is considering entering into a contract with the vendor, AND
2. The Vendor has:
 - a. An employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-months preceding the date that the officer becomes aware that:
 - i. A contract between the local governmental entity and Vendor has been executed; or
 - ii. The local governmental entity is considering entering into a contract with the Vendor.
 - b. Has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - i. A contract between the local governmental entity and Vendor has been executed; or
 - ii. The local governmental entity is considering entering into a contract with the Vendor; or
 - c. A family relationship with the local government official.
 - d. The school district and/or CN purchasing cooperative's Board of Directors can be found on a separate attachment in the solicitation package.

Failure to comply with Chapter 176 of the Local Government Code requirements is an offense:

1. Class C misdemeanor if the contract amount is less than \$1 million.
2. Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
3. Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity, at its discretion, may declare a contract void if the governing body determines that a violation of Chapter 176 of the Local Government Code has occurred.

Conflict of Interest: [2 CFR/Subtitle B/Chapter IV/Part 400/400.2](https://www.ecfr.gov/current/title-29/chapter-I/subchapter-B/part-400/subpart-400.2)

CONFLICT OF INTEREST QUESTIONNAIRE FORM

My Company "DOES NOT" have any conflicts of interest. (no need to complete form)

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>		<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: center;">Date</p>

22. DISCLOSURE OF LOBBYING ACTIVITIES

Complete the form on page 22 to disclose lobbying activities pursuant to 31 U.S.C. 1352

Disclosure of Lobbying Activities: [2 CFR/Subtitle B/Chapter IV/Part 418/Appendix B to Part 418](#)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item #4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a) Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Please complete the form on the next page.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**If your company "does not" participate in Lobbying Activities, please check this box:
 If your company "does" participate in Lobbying Activities, please complete the form.**

1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____	2. Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award _____	3. Report Type: a. initial filing _____ b. material change _____ For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: <p align="center">Congressional District, if known:</p>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <p align="center">Congressional District, if known:</p>
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

23. FELONY CONVICTION NOTIFICATION

Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Company Name:

Authorized Company Official's Name (Printed):

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable:

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon:

Details of Conviction:

Signature of Company Official:

Felony Conviction Notification: [21 CFR/Chapter II/Part 1301/Employee Screening-Non-Practitioners/1301.90](#)

24. Agreement Form

The proposer confirms they have reviewed and understand all regulations and requirements outlined in this document. By placing their initials in the below fields and completing the signature panel, the proposer certifies agreement with all regulations set forth in this document.

Name of Regulation	Page #	Initials of Authorized Company Official
Alcoholic Beverage and Tobacco-Free Campus Policy	3	
Breach of Contract Terms, Sanctions and Penalties	3	
Buy American Provision	3	
Buy American Exception List	4	
Byrd Anti-Lobbying	4	
Civil Rights/Discrimination	5	
Clean Air Act and Water Pollution Control Act	6	
Cooperative Agreements	7	
Debarment and Suspension	8	
Drug-Free Workplace	10	
Equal Opportunity Employment	11	
Historically Underutilized Businesses	11	
Iran Contracting	12	
Termination for Cause or Convenience	12	
Workers Compensation	13	

Company Name:

Company Address:

Authorized Company Official (printed Name):

Authorized Company Official (signature – digital accepted):

Date Signed: