



Walker County Schools

FOSTERING CREATIVITY THROUGH
EDUCATION AND INNOVATION

Dr. Dennis R. Willingham-Superintendent
Brad Ingle-Chairman
Trent Kennedy-District 1
Todd Vick-District 2
Dr. Vonda Beaty-District 3
Lee Ann Headrick-District 4

Bid No. 22-001

January 6, 2022

INVITATION TO BID
AFTER-SCHOOL LITERACY TUTORING AND EXTENDED
LEARNING PROGRAM

Sealed bids will be received by the Walker County Board of Education until **Thursday, January 13, 2022 @ 2:00 PM** at which time they will be opened publicly and read aloud.

Bid Delivery/Opening Location

Physical Address: Walker County Board of Education 1710 Alabama Avenue Jasper, AL 35501
Mailing Address: Walker County Board of Education P.O. Box 311 Jasper, AL 35502

1. The submission of the bid by the vendor, acceptance and award of the bid by the Walker County Board of Education, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract document shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the instructions, general terms, conditions, and specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Walker County Board of Education, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions, and specifications of this bid request and agrees to abide by all conditions stated herein.

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor _____

Mailing Address _____

City, State, Zip Code _____

Telephone Number _____ Fax _____

Authorized Signature of Bidder

Authorized Name of Bidder

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

GENERAL TERMS AND CONDITIONS

WALKER COUNTY BOARD OF EDUCATION

1. ALABAMA IMMIGRATION LAW COMPLIANCE:

As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance. These documents can be found in the following bid package along with a compliance check list.

2. ADDITIONAL ORDERS: Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

3. ADDENDA: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders that are **registered** with the Purchasing Department. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from Purchasing Department.

4. APPLICABLE LAW: This contract shall be construed and interpreted according to Alabama Law.

5. ASSURANCE OF NON-CONVICTION OF BRIBERY: The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

6. AWARD CONSIDERATION: Awards will be made to the responsible bidder whose proposal is most advantageous to the program, with price and other factors considered. The following factors will be considered in determining the lowest **responsible** bidder:

Overall quality, conformity with specifications both general and specific, purposes for which materials or services are required, delivery dates and time required for delivery, unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

7. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the

bid and be made payable to The Walker County Board of Education. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

8. BRAND NAMES: The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the Purchasing Department or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

9. CONFLICT OF INTEREST: Section 36-25-9 of the Code of Alabama states: "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest" Employees may not use their offices or positions for personal gain and must adhere to applicable provisions of the Alabama Ethics Law and the Board policy concerning Ethics. Further information can be found on both the Alabama Ethics Commission's and the Walker County Schools website.

10. DELIVERY OF BIDS: Bids must be received in the Accounting department by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. Bids submitted by U.S. Mail must be addressed to the Walker County Board of Education, P.O. Box 311, Jasper, AL 35502; when using other couriers, send to the Walker County Board of Education, 1710 Alabama Avenue, Jasper, AL 35501. The School District accepts no responsibility for premature opening

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of bid responses not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

If the School System is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events") which closure prevents the opening of bids at the advertised date and time, all bids received shall either be publicly opened and read aloud on the next business day that the department opens at the advertised time or the bid opening will be extended by sending out an addendum that states the new date and time to all registered bidders.

11.ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

12. FEDERAL MONIES

Expenditure of federal monies require the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the following:

Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387) Buy American provision (7 CFR §210.21); Equal Employment Opportunity (41 CFR §60); Davis-Bacon Act (40 U.S.C. 3141-3148) ;Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2); Debarment and Suspension (Executive Orders 12549 and 12689), Copeland "Anti- Kickback" act (18 U.S.C. 874 and 40 U.S.C. 276c)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Procurement of Recovered Materials (See §200.322)
National Defense Authorization Act (NDAA) Section 889

13.HAZARDOUS AND TOXIC SUBSTANCES:

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to

information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

14. INVOICING, DELIVERY, PACKAGING:

Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Walker County Board of Education or local school. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening.

Prices shall be net F.O.B.; School Site, Walker County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, Schools until receipt and acceptance takes place at the F.O.B. point.

15. INSPECTION OF PREMISES: At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual

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WALKER COUNTY BOARD OF EDUCATION

expenses. This same clause will apply to any subcontractors assigned to the contract.

16. INSURANCE: If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

A. LIMITATION TO DAMAGE: In no event shall the BOARD or any of its members, officers, employees, agents, or servants be liable to the Contractor or Vendor for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this bid document, or to the performance of or breach of any provision hereof.

17. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

18. NON-DISCRIMINATION: The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

19. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract or before the contract is awarded. The Board reserves the right to request a demonstration of any product or service before making the award at no additional cost to the school district. The time frame of the testing will be mutually agreed upon by both parties.

20. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

21. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Director no later than five (5) calendar days after awarding date of the bid. If needed, The Chief Financial Officer will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Director is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence.

The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

22. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

23 PRICING: Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

24. PURCHASES: Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize to make purchases. Purchase orders will be issued as authorization for all purchases.

25. QUESTIONS/CONTACT: All questions must be directed to the person listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Walker County School Board, Superintendent, or Staff regarding this bid prior to such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

26. REJECTION OF BIDS: The Walker County Board of Education reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Members, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form. On the final board approved bid tabulation, a written justification of all bidders that were rejected will be presented and made public.

27. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically

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called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

28. TABULATION: Bid results are placed on file and may be examined by the public upon request. If a bid is awarded to someone other than the lowest bidder, a note of explanation will appear in bid records. Mail inquiries regarding bids will not be answered.

29. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Walker County Board of Education. Insufficient funds shall be the grounds for immediate termination of this solicitation.

30. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Superintendent shall deem that termination is in the

best interest of the School District. Such determination shall be in the sole discretion of the Superintendent. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

31. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

A. FORCE MAJEURE: The parties' under this agreement are subject to, and neither party shall be liable for delays, or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control

32. WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder

further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

33. VENDOR LIST: A bidder may be removed from the Vendor List if a vendor fails to respond to three (3) consecutive Invitations to Bid. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

WALKER COUNTY BOARD OF EDUCATION

Andrew McCay, Chief School Financial Officer



SPECIFICATIONS FOR AFTER-SCHOOL LITERACY TUTORING AND EXTENDED LEARNING PROGRAM

The Walker County Board of Education is requesting bids from qualified firms to service students in Pre-K thru 6th grade, hereinafter described and specified in the scope of work. The Board is seeking proposals from qualified and experienced firms to provide after-school literacy tutoring and extended learning programming that will be operated in district facilities beginning in January 2022. Bidders shall be able to develop, organize, coordinate, program, implement, operate, staff, and manage the after-school program. Bidders are expected to hire, certify, and train all staff members.

- A. The Board is requesting bids to establish a contract for an afterschool literacy tutoring and extended learning program. The responsible bidder shall respond by providing their per-student rate. Per student, the rate shall be all-inclusive and represent the total amount per student that the provider will charge to the Board. The Board shall only be responsible for actual students who attend and participate in the program according to the rates set on the bid sheet. The cost per student shall not change throughout the term of the contract.
- B. The responsible bidder shall administer after-school literacy tutoring and extended learning programs on campuses operated and designated by the Board.
- C. The responsible bidder shall own a proprietary curriculum that aligns with the Alabama State Department of Education Literacy Act and curriculum standards.
- D. The responsible bidder shall procure, maintain, and provide proof of appropriate insurance coverage for injuries to persons and/or property damage as may arise from the work performed on behalf of the Board by the responsible bidder, their agents, representatives, employees, or subcontractors. The responsible bidder shall provide certificates of liability insurance with the response to this request for proposal.
- E. Under no circumstances shall an employee or contractor of the responsible bidder be permitted on Board property if the employee or contractor reports to work under the influence of illegal drugs or alcohol or is a registered sex offender. The responsible bidder's company policy on drug testing and background checks shall be included with the response to this request for proposal.
- F. The responsible bidder should provide proof that it provides services primarily to public schools and specializes in Pre-K-12 education.
- G. The responsible bidder shall provide three (3) Alabama school district references. Each reference is to include the customer name, address, telephone number, point of contact, and email address. The references must be of a size and nature that reflect the bidder's ability to service the contract requirements of the Board.
- H. The responsible bidder should demonstrate that they have provided after-school programs to schools in Alabama for at least three (3) years.
- I. If the bidder requires its own service contract for services performed, please attach a copy of said contract to the bid response.
- J. All bids shall remain in force for a period of **THREE YEARS with options to renew** and may be accepted or rejected by the owner at any time prior to the expiration of this period.
- K. Responsible bidder must have the ability to hire, manage, and pay program teachers, instructional aides, and bus drivers
- L. Responsible bidder must be able to work with school administration and after-school liaison to streamline communication between school and afterschool program.

M. The responsible bidder must be able to cancel programming and contact parents when school buildings are closed for snow or other circumstances.

N. It is expected that the successful bidder will follow all federal, state, local, and school board guidance while operating during the current COVID-19 pandemic. The responsible bidder shall describe in their RFP their operating plan during the pandemic, detailing their sanitization efforts, social distancing efforts, and their response to any COVID-19 symptoms, exposures, positive tests, and requirements for a child or staff member's return to the program after having symptoms or testing positive.

O. The successful bidder shall be responsible for making sure that all students are signed in properly each day. The responsible bidder shall certify that they will maintain the confidentiality of all data that may be accessed by having their employees sign a Family Educational Rights and Privacy Act of 1974 (FERPA) disclosure sheet. This document must be provided at bid opening. All information that the responsible bidder's personnel may be entrusted with shall be treated as Confidential Information and shall not be divulged to anyone without written consent by the district.



BID SUBMISSION FORM

BID ON: AFTER-SCHOOL LITERACY TUTORING AND EXTENDED LEARNING PROGRAM

BID NO.: 22-001

TO BE OPENED: January 13, 2022

PER STUDENT RATE \$ _____

I certify by my signature below that the bid price provided above is correct and that I have the authority to obligate the company to perform under the conditions outlined herein. By submission of this bid, I certify that neither the vendor 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.

Signature

Date

Print or Type Name

Title

CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Mailing envelope has been addressed to:

Walker County Board of Education
P. O. Box 311
Jasper, AL 35502

OR

Courier Service:
Walker County Board of Education
1710 Alabama Avenue
Jasper, AL 35501

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

**ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON
THE OUTSIDE OF THE COURIER PACKET**

Check each of the following as the necessary action is completed.

- Read all bid requirements and specifications
- Invitation to Bid** sheet has been signed
- Bid Submission Form** has been signed
- E-Verify Documentation is included
- Vendor Minority Questionnaire
- Certification Regarding Debarment
- No Bid Bond required



Information Regarding the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program.

During the performance of the contract, the business entity or employer will participate in the E-Verify program and will verify every employee that is required to be verified according to the applicable federal rules and regulations.

The contractor's **E-Verify Memorandum of Understanding** MUST BE INCLUDED with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

VENDOR MINORITY QUESTIONNAIRE

The following information is required by the Alabama State Department of Education. Please complete this form and return it with your bid proposal. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list.

VENDOR NAME: _____

ADDRESS: _____

PHONE: _____

IS THE COMPANY MINORITY OWNED? YES NO

IS THE COMPANY OWNED BY? MALE FEMALE BOTH

IS THE COMPANY INCORPORATED? YES NO

ETHNICITY OF OWNERSHIP:

ASIAN AMERICAN

AMERICAN INDIAN

BLACK

DISABLED

HISPANIC

OTHER (PLEASE SPECIFY): _____

Signature of Authorized Representative

Date

Print or Type Name

Title

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary 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 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary 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 of Project Name

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

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side 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, 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 whom 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 reasons of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "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. 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 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 Nonprocurement List.
9. 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 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 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 may terminate this transaction for cause or default.