BID PACKET FOR

Bid 26-03-7700 FUEL

Dr. Mark Marshall - Superintendent

Central Unified School District
5652 W. Gettysburg Avenue
Fresno, CA 93722

1.1. Summary

Fuel

1.2. Contact Information

Crystal Lanfranco
Transportation Department
Assistant Director of Transportation
clanfranco@centralunified.org
559-275-9734

1.3. Timeline - Bid 26-03-7700 FUEL

subject to change (if needed by the DISTRICT)

- Advertisement #1: Wednesday, May 15, 2026
- Advertisement #2: Wednesday, May 22, 2026
- RFI Deadline: Thursday, May 28, 2026 – NOON
- Final addenda (if needed), Friday, May 29, 2026
- OPIS Rack Rate Date: Thursday, May 28, 2026
- Bid Due Date / Time: Thursday, June 4, 2026 11:00 AM
- Bid Opening: Thursday, June 4, 2026 11:00 AM
- Board Award Date: Tuesday, June 9, 2026 or Tuesday, June 23, 2026
- Contract Start Date: Wednesday, July 1, 2026

2. Notice to Bidders

CENTRAL UNIFIED SCHOOL DISTRICT

Notice is hereby given that Central Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for:

Bid 26-03-7700 Fuel

as per specifications and information which may be obtained from: Central Unified School District website: https://www.centralunified.org/departments/executive-services/fiscal-services/purchasing

Bids will be sealed and filed in the Transportation Office of the Owner:

CENTRAL UNIFIED SCHOOL DISTRICT
JESSE BATH, DIRECTOR OF MOT
4200 N. GRANTLAND AVE
FRESNO, CALIFORNIA 93723

On or before **11:00 AM PDT on Thursday, June 4, 2026** on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals, and to waive any irregularities or informalities which may be legally waived.

Authorized by Amer Iqbal Assistant Superintendent, Chief Business Officer

Published: May 15, 2026

May 22, 2026

3. Instructions to Bidders

3.1. CENTRAL UNIFIED SCHOOL DISTRICT

Specifications and/or Drawings are available via Central USD website

https://www.centralunified.org/departments/executive-services/fiscal-services/purchasing

Bid Proposal:

No bid proposals shall receive consideration by the Central Unified School District for Bid 2525-#### unless made in accordance with the following instructions:

Deadline For Receipt of Proposals.

Bid proposals must be submitted to the Central USD, Jesse Bath, Director of MOT, 4200 N. Grantland Avenue, Fresno, CA 93723. All bids must be received on or prior to 11:00 AM PDT on Thursday, June 4, 2026, after which bids will be opened and read in public. The District suggests that bids be submitted early in order to insure their timely receipt. Bid number to be referenced on submittal envelope.

3.2. Requests for Information.

Any questions relative to the bid should be directed to:
Crystal Lanfranco
Transportation Department
Assistant Director of Transportation
clanfranco@centralunified.org
559-275-9734

3.3. Bid Proposal Forms

Bid proposals must be made on forms(s) obtained from the District. All items on the form(s) should be filled out. Numbers should be stated in figures. Signatures of all individuals must be in longhand. The completed form(s) should be without interlineations, alterations, or erasures.

3.4. Non-collusion Declaration

Each bidder must return a fully executed non-collusion declaration, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion declaration is included in this bidding package.

3.5. Clarifications

Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the designee of the District Superintendent.

3.6. Execution of Form

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed

in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

3.7. Withdrawal of Bid Proposals,

Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening, but may not be withdrawn for a period of Forty-Five (45) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Section 5 I 00 et. seq.

3.8. Addenda or Bulletins.

Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

3.9. Award of Contract.

The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. The District reserves the right to award this bid by line item or in total which ever may be in the best interest of the District.

3.10. Rejection of Bids.

The District reserves the right to accept or reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid.

3.11. Execution of Contract.

The successful bidder shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to the District the executed contract. In the event the bidder to whom an award is made fails or refuses to execute the contract within fourteen (14) calendar days from the date of receiving notification that the contract has been awarded to the bidder, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

3.12. Drawings and Specifications.

Each bidder shall be required to return to the District all drawings and specifications in an unmutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

3.13. Evidence of Responsibility.

Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

3.14. Taxes

Taxes shall NOT be included in the unit prices of the materials but may be provided as part of the Cost Analysis. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.

3.15. Bid Exception.

All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the Board of Trustees, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

3.16. Discounts.

Any discount which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

3.17. Prices.

Bidders must quote prices F.O.B. Central Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

3.18. Quantities

The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

3.19. Samples

On request, samples of the products being bid shall be furnished to the District at no charge.

3.20. Special Brand Names.

In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand but is intended only to indicate the quality and type of

item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. IF A BIDDER IS REQUESTING SUBSTITUTION OF AN EQUAL ITEM, THE BIDDER MUST CLEARLY INDICATE THE SUBSTITUTION ON THE BID PROPOSAL FORM. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED TN THE PROPOSAL AND ILLUSTRATIONS, CATALOG AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID. The District encourages alternate brands to be bid. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified.

3.21. Container Costs and Delivery

All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing, and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

3.22. Bid Negotiations.

A bid response to any specific item of this bid with terms such as negotiable, will negotiate or similar, will be considered as non-compliance with that specific term.

3.23. Indemnity.

The bidder must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

3.24. Conflict or Ambiguity

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

3.25. Substitute Security.

In accordance with Section 4590 of the Government Code, the District will permit the substitution of securities for any moneys withheld by the District to insure performance under the contract. At the request and expense of the bidder, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as an escrow agent, who shall pay such moneys to the bidder upon satisfactory completion of the contract. Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank and savings and loan certificates of deposit. The bidder shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

3.26. Default

If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

3.27. Governing Law and Venue.

In the event of litigation, the bid documents, specifications, and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Fresno County.

3.28. Delivery Deadline.

The equipment/materials sought by this bid proposal must be delivered in satisfactory condition to the location specified by the District in the bid proposal on or before delivery time as indicated by vendor. This time limit is of the essence of the contract. A bidder's failure to provide the equipment/materials to the District by the contract date shall subject the bidder to liquidated damages in the amount of $200.00 for each and every calendar day by which completion is delayed beyond the contract date.

Submission of a bid proposal constitutes the bidder's promise to pay liquidated damages as set forth above and the bidders agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, bidder agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damages actually sustained by the bidder's failure to complete the project by the contract date.

If the bidder becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the bidder from moneys previously retained from the bidder. If the sum deducted by the District is insufficient to discharge the bidder's liability for liquidated damages, the bidder and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

3.29. Internet Access

It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to maintain a current email address and monitor the incoming emails regarding this bid. This will ensure notification of any bid specification changes through addendum.

3.30. Participation. (Piggyback)

Bidder agrees to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax supported agencies. Such participating governmental bodies shall make purchases in their own

name, make payment directly to the bidder, and be liable directly to the bidder, holding Central Unified School District harmless. The successful bidder will invoice each Agency separately. Invoices must show each Agency's purchase order number and be mailed as directed by each separate Agency.

3.31 SPECIAL CONDITIONS AND SPECIFICATIONS

1. It is the intent of the Central Unified School District to enter into a one year contract for fuel as indicated on the proposal pages herein. Said contract may be renewed after the initial one year period by mutual consent of the District and the Contractor for a period of 2 (two) additional one-year terms.

2. The successful bidder shall be awarded an initial purchase order effective July 1, 2026 through June 30, 2027, with the anniversary of the contract occurring on July 1st of each subsequent fiscal year. Subsequent years will be renewed by mutual consent if the successful Contractor requests no price increase. If a price increase is requested by the successful Contractor upon renewal, the District reserves the right to cancel the agreement and re-bid if the two parties fail to reach a mutual agreement on renewal contract terms and prices. If the District requests a price decrease upon renewal of the annual contract and the two parties fail to reach a mutual agreement the Contractor may refuse to renew the agreement. Prices shall be firm-fixed for each fiscal year period. The successful Contractor must notify the District in writing of any proposed price changes for the succeeding year sixty (60) days prior to the contract anniversary date.

3. The successful Contractor shall be required to perform the services specified to the complete satisfaction of the District. If at any time during the life of this contract such service, in the opinion of the District, should become unsatisfactory, and after notice of unsatisfactory service has been given, without correction, the contract may be terminated within thirty (30) days of the date of such written notice from the District to the Contractor. In such event, the District reserves the right to award the contract without re-bidding to the next lowest responsible bidder.

3.32 FEDERAL FUNDING

Pursuant to federal rule, when the District expends federal funds, the district reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party

4. Scope of Work

4.1. Fuel for Transportation

Specifications included in bid documents. 2024-2025 monthly usage data.

Unleaded Total Gallons

Month	24/25
July	3636
August	7415
September	4740
October	6568
November	5107
December	5334
January	5441
February	5018
March	5734
April	5582
May	5270
June	5007
TOTAL	**64852**

Diesel Total Gallons

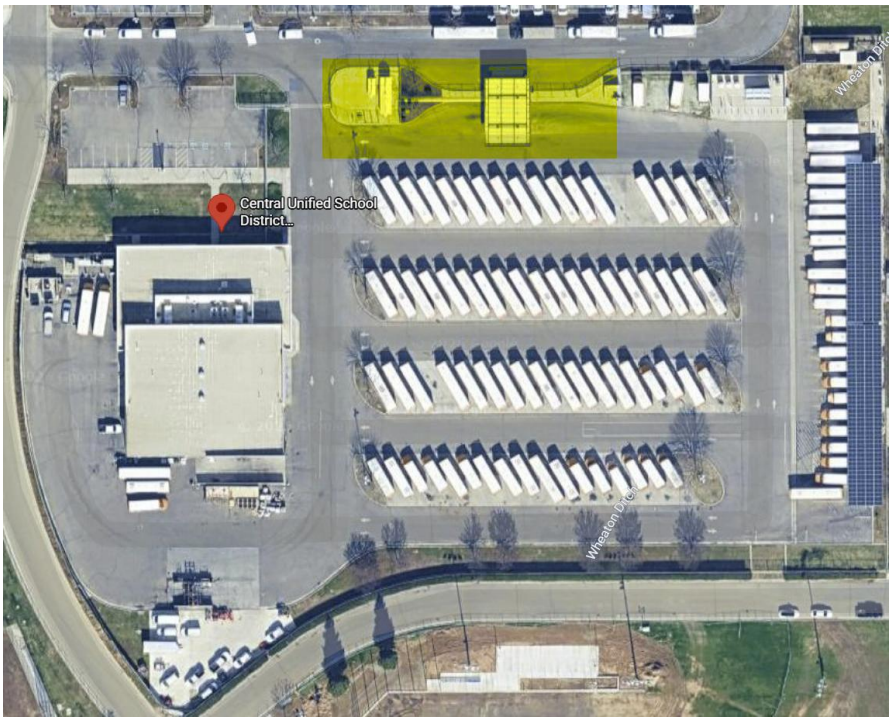
Month	24/25
July	0
August	7422
September	15804
October	16141
November	12067
December	8979
January	7911
February	13236
March	13776
April	9383
May	17057
June	6595
TOTAL	**128371**

4.2. Delivery Location

4200 N. Grantland Ave, Fresno, CA 93722



closer school bus yard view



5. CENTRAL UNIFIED SCHOOL DISTRICT

BID PROPOSAL FORM Bid 26-03-7700 - Fuel

Board of Trustees
Central Unified School District
4200 N. Grantland Avenue
Fresno, California 93723

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of _____, having carefully examined the Notice to Bidders, the Instructions to Bidders, the Contract, the Specifications and all of the contract documents for the proposed **Fuel** to furnish all materials and labor called for by them for the entire order, including all taxes as follows:

Total Bid Proposal **$_____**

SUBMITTED BY:

COMPANY NAME

_____ _____

ADDRESS CITY/STATE/ZIP

_____ _____

SIGNATURE PLEASE TYPE OR PRINT NAME

_____ _____

TITLE DATE

_____/_____ _____

PHONE FAX EMAIL

6. **Non-Collusion**

NON-COLLUSION AFFIDAVIT BY BIDDER

State of California)
) ss.
County of Fresno)

_____, being first duly sworn, deposes and says that he or she is_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____

Signature

Company Name:_____

7. Cost Analysis Form

BID 2934 FUEL FOR TRANSPORTATION

Price based on gallon: carry 4 decimal places

Line Item	Quantity	Unit of Measure	Description	(A) OPIS daily rack rate Average + or - margin dated 5/28/26	(B) rebate (if applicable)	(C) profit including freight	(A - B +C) price per gallon	Total	Brand
1	128,000	gallon	Ultra Low Sulfur Diesel #2 Fuel (with Federal Tax Exempt) including truck and trailer loads						
2	65,000	gallon	Gasoline - Unleaded - not less then 87 octane rating						
TOTAL BID									

8. Vendor Questionnaire

8.1. Confirm prices will remain firm for 365 calendar days after award.*

☐ Please confirm

*Response required

8.2. I understand Contract start date is July 1, 2026.*

☐ Please confirm

*Response required

8.3. I acknowledge District's intent to award a multi-year contract in one year increments.*

☐ Please confirm

*Response required

8.4. Complete the required forms of Bid Proposal, Cost Analysis, and Non-collusion Declaration and submit with bid response. Forms included in bid packet. *

8.5. Complete the required Federal Fund Form and submit with bid response. Forms included in bid packet. *

8.6. Attach the required Federal Funding Proof of Search results from the instructions included in bid packet indicating your company is NOT on the Federal Exclusion Listing.*

8.7. Bidder Acknowledges Participation Clause *

☐ Please confirm

☐ YES

8.8. Participation Clause*

Bidder will make contract available via Piggyback, as allowed in Public Contract Code 20118, with other political subdivisions, municipalities, and tax supported agencies.

☐ YES

☐ NO

*Response required

9. Federal Funding

SPECIAL INSTRUCTIONS AND INFORMATION
BID PROJECT EXPENDITURES MAY INCLUDE FEDERAL FUNDING

1. **Project may be funded in part or in total with Federal Funds.**

2. **City of Fresno and County of Fresno are jurisdiction areas of Central USD**

3. **If State of California prevailing wage rates are higher than Federal Davis-Bacon rates, project to be bid utilizing State of California prevailing wage rates as mandated by California bid laws and regulations.**

4. **Information related to Federal Procurement Guidelines - :**
   a. **Federal Regulation Codes https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1**

   b. **34 Code of Federal Regulations CFR 75.609 related to safety and health https://www.ecfr.gov/cgi-bin/text-idx?SID=cd37bda54b7e6822ae66876ae2b5034c&pitd=20190619&node=se34.1.75_1609&rg n=div8**

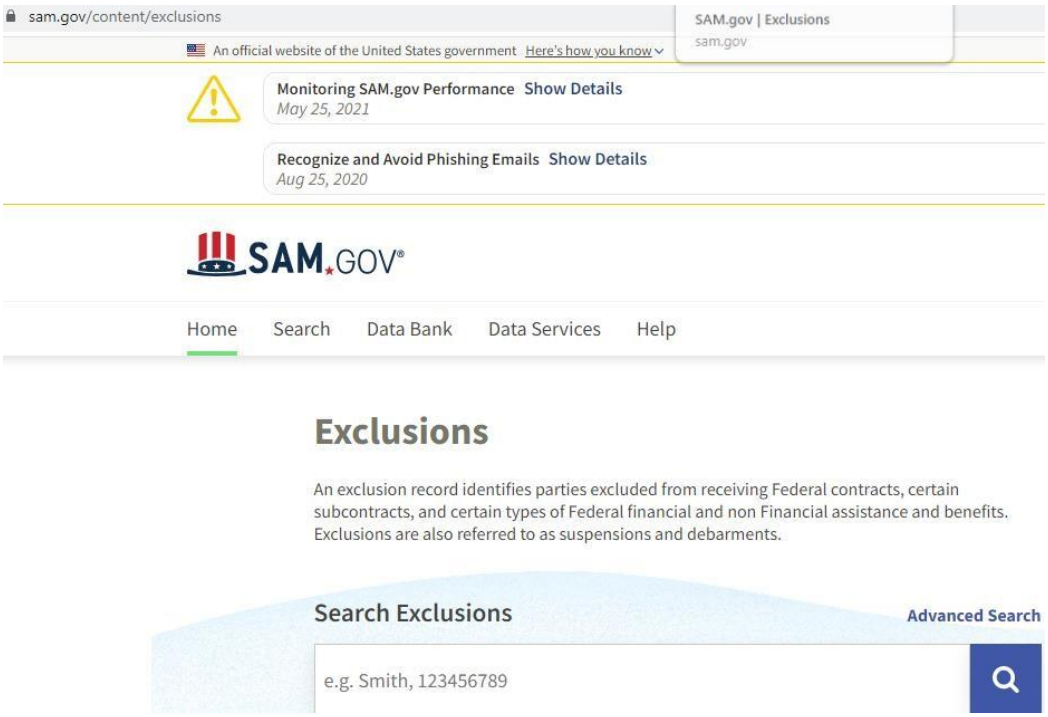
   c. **34 Code of Federal Regulations CFR 75.616 related to energy conservation https://www.ecfr.gov/cgi-bin/text-idx?SID=6b0336c285fb183779141ccaf8b81df8&pitd=20200602&node=se34.1.75_1616&rgn =div8**
   d. **Davis Bacon Wage Rate https://www.dol.gov/**

      https://www.dol.gov/agencies/whd

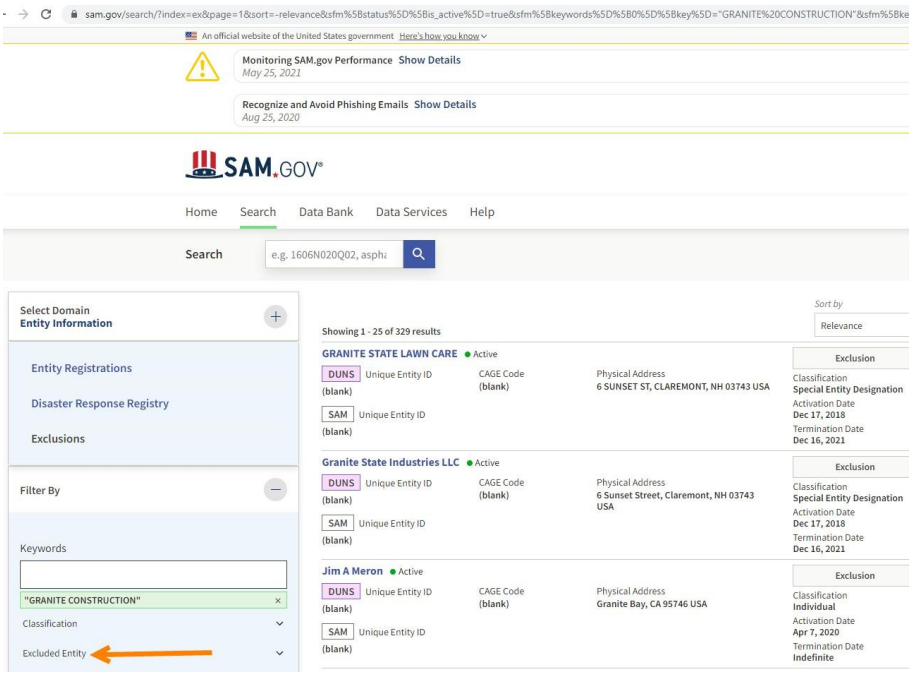
      https://sam.gov/search/?index=dbra&page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true

5. **Awarded contractor CANNOT be on the US General Services Administration Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs** https://sam.gov/content/exclusions

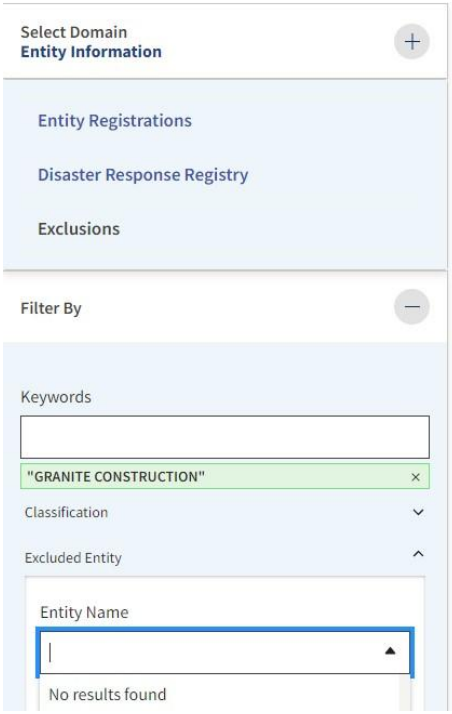
6. **** BIDDER MUST INCLUDE PROOF OF SEARCH RESULTS INDICATING THEY ARE NOT ON THE FEDERAL EXCLUSION LISTING - - SEE SAMPLE SCREEN SHOTS THAT IS TO BE SUBMITTED WITH BID**

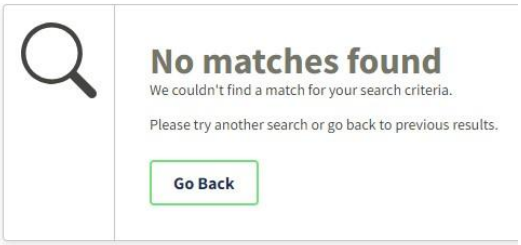


Type in your company name and hit search. Then go to Excluded Entity link on left of page and type in company name a second time and hit enter on keyboard.



7. **PRINT THE SCREEN INDICATING NO MATCHES FOUND FOR YOUR COMPANY AND ATTACH A COPY WITH YOUR BID PROPOSAL. THIS INDICATES YOUR COMPANY IS NOT EXCLUDED FROM FEDERAL CONTRACTS.**





Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Contractor represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Contractor shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) 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); (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (D) the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and CUSD' Conflict of Interest Policies; (E) Conflict Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401); (F) Surveillance Equipment Restrictions (2 CFR Section 200.216); (G) Domestic Preferences (2 CFR Section 200.322); Procurement of Recovered Materials (2 CFR Section 200.323); (H) Small and Minority Business Preferences (2 CFR Section 200.321); (I) Federal Occupational Safety and Health Act (34 CFR 75.609); and (J) and Energy Conservation Compliance (34 CFR 75.616). Upon CUSD's request, whether during or after the Contract Term, Contractor shall cooperate with and provide CUSD with documents and information relating to this Agreement that are necessary for CUSD to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of bid agreement(s).

ATTACH A SCREEN SHOT INDICATING COMPANY IS NOT ON FEDERAL CONTRACT EXCLUSION LISTING

DECLARATION OF GOOD FAITH EFFORT TO MEET PROVISIONS OF FEDERAL FUNDING REQUIREMENTS – INCLUDING, BUT NOT LIMITED TO SAFETY & HEALTH STANDARDS, ENERGY CONSERVATION, DAVIS-BACON PREVAILING WAGE RULES AND RELATED ACT PROVISIONS

I, _____ _____, declare that I am
(Name of Representative) (Title of Representative)

of _____.
(Business Name of Bidder)

The party making the foregoing bid declares that the bidder has made good faith efforts to meet the provisions of Federal funding requirements, including, but not limited to Davis-Bacon and related Act provision, the District will exercise its discretion as to whether the good faith effort has been made. The bidders will document the good faith efforts and make those documents available upon request by the District.

I declare under penalty of perjury under the law of the State of California that the Federal funding requirement for this bid was met is true and correct.

Executed this _____day of _____, 2026 in _____, California.

_____
(Signature of Representative)

NOTE: This declaration does not have to be notarized.

DRUG FREE WORKPLACE CERTIFICATION

California Department of Social Services
Community Procurement Unit
Child and Adult Care Food Program
Family Engagement & Empowerment Division

Drug-Free Workplace Certification

The Drug-Free Workplace Certification is required for all contracts per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Drug-Free Workplace (Grantees Other Than Individuals)

Per the guidance set forth in the Drug-Free Workplace Act of 1988 and Title 2, Code of Federal Regulations (CFR) Part 182, and as implemented in 2 CFR Part 421 as provided in 2 CFR, Part 421, Section 421.20

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace
   b. The grantee's policy of maintaining a drug-free workplace
   c. Any available drug counseling, rehabilitation, and employee assistance programs
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1):

4. Notifying the employee in the statement required by paragraph (A.1) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction

5. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (A.4.b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, as to any employee who is convicted, within 30 calendar days after receiving notice under subparagraph (A.4.b) from an employee or otherwise receiving actual notice of such conviction:

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant. Grantee must ensure all such site(s) are identified:

Place of Performance (Street Address, City, County, State, Zip Code).

Check [☐] if there are workplaces on file that are not identified here.

Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988 and 2 CFR Part 182, and as implemented in 2 CFR Part 421 as provided in 2 CFR Part 421.30:

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U. S. Department of Education, 400 Maryland Avenue, S. W. (Room 3124, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number(s) of each affected grant.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE

Lobbying Certification

The certification regarding Lobbying is required, for all contracts that exceed $100,000, per the conditions required by federal law or the U.S. Department of Agriculture (USDA).

Per the guidance set forth and required 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

Where the participant or respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Certification

The Authorized Representative, in signing this document, certifies that he/she has read this Certification and is in compliance with all terms and conditions required for certification.

VENDOR NAME	PHONE NUMBER
PRINT NAME OF AUTHORIZED REPRESENTATIVE	TITLE
SIGNATURE	DATE