



# LAKESIDE UNION SCHOOL DISTRICT

## Lakeside Union School District Child Nutrition Services Department Request for Quote

The Lakeside Union School District is seeking competitive quotes for fresh fruits and vegetables for the 2023-2024 school year. Pricing shall be fixed during the contract term, and price adjustments will not be automatic or guaranteed. The successful bidder may be allowed, at each annual renewal and upon agreement between both parties, to adjust prices upon proof and explanation of such an adjustment.

Anticipated yearly usages of all products are listed below. Please fill out unit price and extended price. **This is not an order. Quantities are for the quoting purposes only. District is not obligated to buy listed item in quantities indicated.**

Item	Unit Price	Usage	Extended Price
Apples, Fuji, 138 ct/cs, U.S. Fancy Grade		250 cases	
Apples, Fuji, 138 ct/cs, U.S. Fancy Grade, 100% USDA Organic		200 cases	
Apples, Gala, 138 ct/cs, U.S. Fancy Grade		400 cases	
Apples, Green, 138 ct/cs, U.S. Fancy Grade		100 cases	
Apple Slices, 200 pkg/cs, U.S. Fancy Grade		350 cases	
Bananas, Petite, 150 ct/cs, 7 to 7-7/8 inch		900 cases	
Grapefruit, 27-32 ct, large		30 cases	
Grapes, bagged, 150/cs or ½ cup equivalent per bag		150 cases	
Grapes, Red, individually cut clusters, 22#/cs, bulk		100 cases	
Kiwi, 117 ct/cs, U.S. No.1 Grade		50 cases	
Strawberries, 1# basket		50 cases	
Basil, Fresh, Bunch		30 each	
Cilantro, Fresh, Bunch		30 each	
Blackberries, Fresh, 1# basket		50 each	
Blueberries, Fresh, 1# basket		50 each	
Raspberries, Fresh, 1# basket		50 each	
Lemons, fresh, 5#		25 cases	
Oranges, fresh, 138 ct/cs		750 cases	
Orages, fresh, 138 ct/cs, 100% USDA organic		250 cases	
Melon, Cantaloupe, Fresh, each		25 each	



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Melon, Honeydew, Fresh, each		25 each	
Pears, fresh, 138 ct/cs		100 cases	
Pineapple Chunks, 5#		60 containers	
Plums, 70-80 ct/cs		50 cases	
Tangerine, fresh, 150 ct/cs		50 cases	
Watermelon Chunks, 5#		40 containers	
Bell Pepper, Grn, whole, each		40 each	
Bell Pepper, Red, whole, each		40 each	
Bell Pepper, Grn, sliced, 5# tray		100 cases	
Broccoli Florets, 5#		200 bags	
Broccoli Florets, 5#, 100% USDA Organic		100 bags	
Carrots, Baby, 5#		500 bags	
Carrots, Rainbow, Sticks, 5#		100 bags	
Carrot Sticks, 3#		100 bags	
Carrot, Diced ¼", 3#, 100% USDA Organic		100 bags	
Carrot, Diced ¼", 3#		100 bags	
Cauliflower Florets, 5#		75 bags	
Cabbage, Green Shredded, 3#		40 cases	
Cabbage, Red Shredded, 3#		40 cases	
Celery Sticks, 5#		300 bags	
Celery, Diced, ¼", 5#		100 bags	
Garlic, Peeled, 5#		100 bags	
Cucumber Slices, 5#, approx. ½" diameter cut		125 bags	
Jicama Sticks, 5#		100 bags	
Shredded Romaine/Red Cabbage Mix, 3#		100 bags	
Onion, Red, each		30 each	
Pico de Gallo, 5#		20 bags	
Radishes, sliced, 3#		30 bags	
Red Onion, sliced, 1#		30 bags	
Onion, Diced ¼", 5#		250 bags	
Onion, Whole, Peeled, 5#		100 bags	
Romaine, Chopped, 5#		3000 bags	
Romaine, Chopped, 5# 100% USDA Organic		500 bags	
Romaine, Shredded, 1#		50 bags	
Chopped Romaine/Chopped Spinach/Shredded Carrot/Shredded Red Cabbage Mix (4 way tossed salad mix), 3# bag		500 bags	



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Spinach, 1#		150 bags	
Tomatoes, cherry or grape		250 pints	
Tomatoes, diced, 1#		100 containers	
Tomatoes, sliced, 1#		40 containers	
<b>Total Quote</b>			

## Contract Terms

1. **Quotations:** All price quotes must be in ink or typed. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the quote. No oral or telephone quotations will be accepted for this quote. Prices must be stated in units specified or trade standard. Please insert the unit price for each item directly onto the unit price column of the specifications table. More than one-unit price inserted for any one item may result in rejection of quotation unless alternate quotations are specifically requested.
2. **Quotation Table:** All price quotes must be made on the specifications table of the Request for Quote document. The bidder should provide a quote for each line item listed on the specification table.
3. **Identification of Quoter:** A full business name and address must be provided along with the submission of the quote. The quote must be signed by the quoter with his or her usual signature. The name of each person signing shall also be typed or printed below the signature.
4. **Withdrawal of Quotation:** Quotations may be withdrawn by the quoter prior to the due date for the Request for Quote, outlined in page 2 of the document.
5. **Award and Rejection:** Lakeside USD reserves the right to reject any and all non-responsive quotations or any portion or combination therein; to work with whomever and in whatever manner Lakeside USD decides; and to abandon the work entirely.
6. **Evidence of Responsibility:** The quoter is required to provide the contact information of two (2) past or present customers as references upon submitting the quotation (see page 8). Upon additional request of Lakeside USD, the quoter shall submit promptly to the District satisfactory evidence showing the quoter's financial resources, experience in the type of work being required, and any other required evidence of the quoter's qualifications to perform. Lakeside USD may consider such evidence before making the decision to proceed with the work outlined.
7. **Taxes:** Unless otherwise specified taxes shall not be included in the prices quoted.
8. **Discounts:** Any discounts which the quoter desires to price must be stated clearly on the unit price listed itself so that the net cost of the proposal can be properly calculated. Prompt payment discounts of less than ten (10) days will be considered net.
9. **FOB Destination Pricing:** Orders will be delivered to the Lakeside USD central kitchen, located at 12355 Woodside Ave., Lakeside, CA 92040. Prices must be quoted FOB destination to the location



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specified. Lakeside USD will not pay shipping or handling charges nor for any fuel surcharges that are not indicated. Prices offered must include off loading and inside delivery.

10. **Quantities:** The quantities indicated on the Item Pricing Pages are Lakeside USD's best estimates as determined from previous purchases and projected usages and do not obligate Lakeside USD to purchase the indicated quantities. The annual quantities required may be substantially more or less than indicated.
11. **Samples and Literature:** Upon request, samples of products being quoted shall be furnished to Lakeside USD. Any bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature upon request.
12. **Container Costs and Delivery:** All costs for containers shall be borne by the quoter. Containers shall be constructed to ensure safe transportation to point of delivery.
13. **Acceptable Brands:** The brands and products specified are the only brands and products known to meet Lakeside USD's requirements. When product specifications state "or equal" bidders may offer other brands and products which will be subject to Lakeside USD's evaluation. If the quoter desires to submit a quotation on an item of equal character and quality the item must be clearly identified with the brand name and product number. Such substitution shall be accepted only if determined by Lakeside USD to be equal or superior in all respects to that specified. The decision of Lakeside USD shall be final.
14. **Buy American Provision:** Federal regulations require that to the maximum extent possible only domestic products be purchased consistent with the "Buy American" provision of the Richard B. Russell National School Lunch Act, per 7 CFR, sections 210.21 (d) and 220.16 (d). This policy will allow for an exception only in the case when an acceptable product is not available domestically in which case other countries of origin may be considered for purchase. Qualified exceptions must be properly documented through the Buy American Provision Exception Worksheet (exhibit A) and must be signed and approved by the Child Nutrition Director.
15. **Nutritional Information:** Upon request of Lakeside USD the quoter shall be required to provide a complete nutrient analysis of products. The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), sodium (mg), dietary fiber (gm), vitamin D (IU), Potassium (mg), calcium (mg) and iron (mg). No food products shall contain added artificial trans fats. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, free nuts, peanuts, wheat or soybeans.
16. **Product/Ingredient Change:** The awarded vendor shall notify Lakeside USD whenever there is a product/ingredient change in any item provided and new ingredient statements and nutritional information shall be provided.



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17. **Product Recall:** In the event a quoter's product is recalled, the quoter will immediately notify the Director of Child Nutrition. The quoter will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District.
18. **Method of Pricing:** The quoter shall offer one firm fixed price for each item offered. The quoter must indicate the brand name, product code number and case count or weight for each item bid. Errors in price computations do not relieve quoter from holding price. Veracity of prices submitted is the sole responsibility of the quoter.
19. **Method of Award:** The quote shall be awarded as one lot to the low responsive and responsible quoter meeting terms, conditions and specifications. The award will be computed and the low bidder determined by multiplying each line item quantity by the unit price offered to achieve an extended total price for each line item. Finally, all line item extended totals will be summed to arrive at a grand total. If any discount is offered it will be subtracted to arrive at the net offer.
20. **Inspection of Facilities:** Lakeside USD reserves the right to inspect the facilities of the quoter prior to award. Lakeside USD may request to review the current food safety plan. If Lakeside USD determines that after such inspection the quoter is not capable of performance with standards, the quote will not be considered. The findings and decision of Lakeside USD shall be final.
21. **Ordering Conditions:** Lakeside USD shall submit orders through phone, in written form or electronically. The district reserves the right to revise as necessary an order no later than 9 A.M. the morning preceding any delivery.
22. **Product Substitutions and Discontinued Items:** Lakeside USD will not allow substitutions without prior approval. In the event the product cannot be delivered notification of the shortage must be made orally or by electronic mail at least 24 hours prior to scheduled delivery. An equal or better product must immediately be made available to Lakeside USD for approval at no additional charge. When substitutions do occur nutritional statements and ingredient statements of the replacement product shall be provided to Lakeside USD. Authorization of a substitute product shall be at the sole discretion of Lakeside USD. In the event an item is discontinued the quoter shall notify Lakeside USD. Items not discontinued by the manufacturer may not be discontinued by the quoter from quoter's inventory with advance written notification to Lakeside USD. Quoter shall notify Lakeside USD if they become aware of any product changes or reformulation. When product changes do occur, nutritional statements and ingredient listings of these products shall be provided to Lakeside USD.
23. **Delivery Instructions and Conditions:** Lakeside USD reserves the right to make additions to or deletions from the specified delivery locations at any time and to revise delivery times as required. The quoter shall be required to make direct deliveries to the location(s) listed between 6:00 a.m. and 3:00 p.m. Delivery days shall be determined by Lakeside USD. Lakeside USD shall be notified immediately of any known delivery delays. Frozen product shall be loaded on the delivery vehicle at a product temperature not to exceed 10 degrees Fahrenheit and shall be transported via refrigerated truck in such a manner that the food product shall maintain and arrive at its destination with product



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temperature not to exceed 25 degrees Fahrenheit. Any partially thawed product may be rejected at the delivery point.

24. **Order Minimums:** The District will not accept quotes from vendors which require an order or delivery minimum.
25. **Credit Memos:** The quoter's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return or reorder.
26. **Invoicing:** The billing period shall begin on the first day of each month and shall end on the last day of each month. All invoices shall include the following information
  - a. Business name, address and phone number
  - b. Invoice number and date
  - c. Designated line for Lakeside USD signature
  - d. Ship to address
  - e. Product description
  - f. Product quantity for each item ordered
  - g. Unit and extended price for each item on order
  - h. Total price of order/invoice
  - i. Purchase order number provided by Lakeside USD
27. **Additions/Deletions:** Lakeside USD reserves the right to add other items to the contract. Prices of additional items shall be negotiated not to exceed 10% above quoter's delivered cost. Lakeside USD reserves the right to delete any item with thirty (30) days written notice.
28. **Other Purchases:** Lakeside USD reserves the right to purchase similar items from other sources.
29. **Time Frame:** Prices quoted shall be from July 1, 2023 through June 30, 2024.
30. **Certification Regarding Suspension and Debarment, Lobbying:** Quoters who will perform more than \$100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form, included in exhibit B. The District is prohibited from contracting with Proposers that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Proposer or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Proposer regarding lobbying activities.
31. **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Vendors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate. Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to District, members or District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, individually and collectively, as additional insurers.



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- 32. **Workers Compensation:** required for all Vendors including employers' liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.
- 33. **Automobile Liability:** In an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage. The Vendor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.

By submitting quote, vendor agrees to the insurance requirements above.

Please contact me at (619) 390-2600 x2550 or [ksummers@lsusd.net](mailto:ksummers@lsusd.net) if you have any questions. Please return quotes via e-mail no later than **4:00 PM on March 21, 2023**

Thank you,

Kristie Summers  
Director, Child Nutrition Services  
(619) 390-2600 x2550  
ksummers@lsusd.net

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Vendor submitting quote

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Printed Name

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Signature

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Date



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## References

1. Agency Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Size of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

2. Agency Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Size of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_





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## Exhibit A

### Buy American Provision Exception Worksheet

Complete this worksheet for each individual food item that does not meet the Buy American Provision requirement. Only one food item, brand (if applicable), and vendor may be listed on each worksheet. If the program operator accepts delivery on a nondomestic food item from different companies (e.g., Dole and Del Monte) or accepts delivery of the same food item from different vendors, LUSD must have a separate worksheet for each food item, brand, and vendor.

**1. Check one box below to indicate the type of exception<sup>1</sup>:**

Annual Exception

Seasonal Exception

One-time Exception

**2. Person completing the worksheet:**

First and Last Name:

Position:

Name of SFA (e.g., school district name):

**3. List the dates for the following:**

Vendor informed the SFA about supplying a nondomestic food item:

SFA agreed to accept this food item **in advance of delivery**:

Food item was received by the SFA: School year, **or** season(s)/month(s), **or** date:

**4. List the nondomestic food item and country of origin: (List only one food item and vendor per worksheet)**

Nondomestic food item:

Vendor:

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<sup>1</sup>Annual Exception: Can only be used for bananas, canned mandarin oranges, pineapple, jicama, and mangos.

**Seasonal Exception:** Can be used in situations when food items are not available seasonally (e.g., if grapes are not available domestically from January through May). Or in situations when the food item is not available or is cost prohibitive year-round.

**One-time Exception:** Can be used for **food items** in circumstances when the use of domestic foods is truly not practical (e.g., using star fruit in a nutrition education activity).



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Brand (if applicable):

Country of origin:

5. Which of the two allowable exceptions is being used? (Check at least one box)

The food item is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality.

Competitive bids reveal the costs of the domestic food item are significantly higher than the nondomestic food item.

6. Provide justification to support the use of one of the two exceptions.

a. For both types of exceptions: Provide pricing or availability data for both domestic and nondomestic food item.

b. For exceptions based on price: Is the cost difference significant as determined by the SFA?

7. Recommended: What alternatives to purchasing a nondomestic food item were considered?

By signing below, I confirm that: (1) the information provided above is true to the best of my knowledge; (2) this documentation will be retained for three years including the current program year and made available during an on-site administrative review and an off-site procurement review; and (3) exceptions to the Buy American Provision requirement will be documented **prior** to accepting a nondomestic agricultural food item.

\_\_\_\_\_  
Signature of SFA

\_\_\_\_\_  
Date



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## Exhibit B

### Attachment I: Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

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.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)



# LAKESIDE UNION SCHOOL DISTRICT

TITLE: \_\_\_\_\_

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

## Disclosure of Lobbying Activities

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

<p><b>1. Type of Federal Action:</b></p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p><b>2. Status of Federal Action:</b></p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p><b>3. Report Type:</b></p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p><b>For material change only:</b> Year _____ quarter _____ Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>          _____ Prime _____ Subawardee          Tier _____, if Known:   <b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>           CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>           \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>	



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<p><b>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.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 followup 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.



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5. If the organization filing the report in item 4 checks "Subawardee," 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).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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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



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## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies 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 application 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 had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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Participant or Respondent Company Name  
Name

Award Number, Contract Number, or Project

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

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Signature(s)

Date