

LEGAL NOTICE ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Lafourche Parish School Board until 10:00 a.m. on Tuesday, January 4, 2022, at its office located at 701 East Seventh Street, Thibodaux, Louisiana, at which time bids will be publicly opened and read aloud for the purchase of **CEILING TILES** for the 2021-2022 Fiscal school year.

Bidding documents and detailed specifications may be obtained from the office of the Lafourche Parish School Board.

Bid prices shall specifically EXCLUDE any and all taxes whatsoever. Act 1029 of 1991 exempt local governments from state and local tax effective September 1, 1991. Bid prices shall include any shipping charges, if applicable.

All bids, *in duplicate copies*, shall be submitted in a sealed envelope and clearly marked: **BID NO. 010422-2022. CEILING TILES, TO BE OPENED TUESDAY, JANUARY 4, 2022 AT 10:00 A.M.**, and addressed to the Purchasing Agent, Lafourche Parish School Board, P. O. Box 879, Thibodaux, Louisiana 70302. The name and address of the company submitting the bid should appear on the top left corner of the envelope containing the bid document.

Additionally, bids are available for download from the School Board Purchasing Department Website at www.mylpsd.com. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Proposals submitted via fax or email will not be accepted.

It is the responsibility of the bidder to see that his bid, *in duplicate*, is delivered to the office of the Lafourche Parish School Board located at 701 East Seventh Street, Thibodaux, Louisiana, before the time of opening. In order for your company to be provided proof of delivery time, bids should be **hand delivered** or sent by **registered or certified mail** only. The bidder may designate UPS, Federal Express, or other delivery service as his agent for delivery. Timely delivery is solely the responsibility of the bidder.

Any bid received after the scheduled closing time will be returned unopened.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C).

The Lafourche Parish School Board reserves the right to select any part of the bid or the whole bid as well as to reject any and all bids whenever such selection, rejection or waiver is in its interest.

LAFOURCHE PARISH SCHOOL BOARD

Tina Babin, President

Jarod Martin, Superintendent

ADVERTISEMENTS:

| | |
|--------|-------------------|
| First | December 7, 2021 |
| Second | December 14, 2021 |
| Third | December 21, 2021 |

(DO NOT DETACH THIS SHEET)

BID NUMBER 010422-2022 CEILING TILES

**SPECIFICATIONS FOR
LAFOURCHE PARISH SCHOOL BOARD CEILING TILES BID**

BID OPENING: TUESDAY, January 4, 2022 – 10:00 A.M.

NOTE: Bid response now required in DUPLICATE.

BIDDER: _____

SIGNATURE: _____

NAME: _____
(PRINT OR TYPE)

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AREA CODE & PHONE: _____

E-mail address: _____

(DO NOT DETACH THIS SHEET)

**LAFOURCHE PARISH SCHOOL BOARD
P. O. BOX 879
THIBODAUX, LA 70302**

Sealed bids will be received by the Lafourche Parish School Board until 10:00 a.m. on TUESDAY, January 4, 2022, at its office located at 701 East Seventh Street, Thibodaux, Louisiana, at which time bids in accordance with the following specifications will be publicly opened and read aloud for the purchase of **CEILING TILES**.

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Any bid received after the scheduled closing time will be returned unopened.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(c).

BIDDING DOCUMENTS: The forms furnished as part of the specifications, must be used for filing of bids, and must be signed by Bidder. No bids will be considered unless made on the forms provided and must not be detached from the bidding document of which it forms a part. The complete set of Bidding Documents must be used in preparing bids; neither the Lafourche Parish School Board nor its representatives assume any responsibility for error or misinterpretation resulting from the use of incomplete sets of Bidding Documents.

BRAND NAME OR EQUAL: The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, and does not restrict bidders to the specified brand, make, manufacturer, or specifications named. It is to set and convey to prospective bidders the general style, type, character and quality of the article desired.

The equivalent or alternate article specified may be bid upon. The bidder must write in his bid catalog the number and make of article bid upon and submit with his bid a cut or drawing giving principal dimensions and specifications, if applicable.

(DO NOT DETACH THIS SHEET)

CONSIDERATION OF BID: The Board reserves the right to select any part of the bid or the whole bid as well as to reject any and all bids whenever such selection, rejection or waiver is in its interest.

All blanks within the Bidding Document shall be filled in by typewriter or manually in ink. When make/model section of item is not filled in, the item specified in the specifications will be expected to be delivered. When no brand, make or model number is indicated in the specifications, Bidder must indicate brand, make or model number to be provided.

The Bidders name, complete address, phone number and principals of the company must be furnished.

Unit price as well as price for extended price must be quoted. In case of discrepancy between the unit price and the extended price, price quoted for the unit will be considered the bid. Prices are to include delivery to local dealership.

Bidders are cautioned to insure the prices are correct as written/typed. A careless error in the bid preparation or in quoting prices will not relieve the Bidder's responsibility.

Per Louisiana Revised Statutes Title 38:2221, "NO CONTRACT SHALL BE LET ON A COST-PLUS BASIS."

DISCOUNTS FOR PROMPT PAYMENT: Discounts/Terms for prompt payment will not be considered in the evaluation of bids. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the proposal by the Bidder. As an alternative to offering a prompt payment discount in conjunction with the bid, Bidder's awarded contracts may include prompt payment discounts on individual invoices.

DELIVERY: Workmanship and character of finish of all materials delivered are to be subject to the approval of the Lafourche Parish School Board. The item may be rejected if it fails to meet the specifications or is damaged in any way.

In the event of the failure of the Bidder to meet the above requirements or to deliver articles within the time specified elsewhere in these specifications, the Board reserves the right, without prior notice or putting in default but by mere lapse of time, to obtain the articles from any other person or firm at such price as may be charged without competitive bids. The difference between the price paid and the contract price paid shall be deducted from the following or any subsequent payment to the contractor.

CORRECTION OF MISTAKES: Do not erase, correct or write over any prices or figures necessary for the completion of the bid. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). ***If a correction is necessary, the bidder shall initial each correction. Failure to comply with these requirements may cause your bid to be disqualified. No bids shall be altered or amended after the specified time for opening.***

WITHDRAWAL OF BID: A bid may not be modified or canceled during the acceptance period, except as provided for in Louisiana Revised Statutes 38:2214. The bid may be withdrawn if there is clear and convincing evidence of obvious mechanical, clerical or mathematical error furnished within 48 hours of the bid opening.

LAFOURCHE PARISH SCHOOL BOARD

Jennifer Tobias, CPPB
Purchasing Agent

attachments

(DO NOT DETACH THIS SHEET)

THE PRINCIPALS OF THE COMPANY ARE:

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

BIDDER: _____

SIGNATURE: _____

NAME: _____
(PRINT OR TYPE)

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AREA CODE & PHONE: _____

EMAIL ADDRESS: _____

Lafourche Parish School Board Ceiling Tiles

(DO NOT DETACH THIS SHEET)

ADVERTISEMENT FOR BIDS

**Lafourche Parish School Board
P.O. Box 879
Thibodaux, LA 70302**

INVITATION TO BID

Supply of Ceiling tiles for Lafourche Parish School Board.

1. The bid shall be submitted in duplicate to the Lafourche Parish School Board, P.O. Box 879, Thibodaux, LA 70302, by 10:00 a.m., Lafourche Parish School Board Office at 701 East 7th Street, Thibodaux, LA .
2. All bidders must be licensed to do business in the state of Louisiana with all fees current. The laws of the State of Louisiana will govern any contract entered into.
3. The anticipated amount of this contract, \$250,000.00 is an estimate based upon Hurricane Ida Damage Reports only, and it may fluctuate positively or negatively due to current financial conditions, subject to the appropriate of funds by the legislature and other factors.
4. Prices for below ceiling tiles to be fixed from January 1, 2022 through December 31, 2022 Annual usage will vary. All estimates are not a guarantee of quantity. Orders will be placed on an as needed basis.
5. Orders should be delivered to specified sites within 72 hours of receiving the purchase order. Orders not delivered after 72 hours require notification of expected delivery date and cannot exceed 10 business days due to construction delays!
6. Delivery costs should be included in total cost, bid will not be accepted as a cost plus freight.

**LAFOURCHE PARISH SCHOOL BOARD
P.O. BOX 879
THIBODAUX, LA 70302**

EXECUTION OF BID

EXECUTION OF BID MUST BE SIGNED IN INK. DATE _____

In compliance with this request for bid and subject to all the conditions and specifications listed herein, the undersigned offers and agrees to furnish any or all the items at the discount rate quoted in the bid.

(DO NOT DETACH THIS SHEET)

BIDDER _____ ADDRESS _____

BY _____ CITY, STATE _____

MEMBER OF FIRM OR PERSON AUTHORIZED
TO SIGN BIDS FOR CORPORATION

_____ TITLE

_____ TELEPHONE NUMBER

Bid Sheet

Lafourche Parish School Board CEILING TILES

| | | |
|-----------------|----------------------------|--|
| BID ITEM | ARMSTRONG TILE 1729 | ARMSTRONG CEILING TILE 1728 |
|-----------------|----------------------------|--|

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| | | |
|---|--|--|
| PRICE PER BOX | | |
| ESTIMATED SHIPPING COSTS (LAFOURCHE PARISH) | | |
| TOTAL PRICE PER BOX | | |
| | | |

ADDENDUM – FEMA Terms

The following additional terms apply to this Contract. To the extent of any conflict between the terms set forth in this Addendum and other terms set forth in the Contract, the terms of this Addendum shall control. As used herein, the term “Contractor” includes Contractor and its subcontractors at any tier.

Suspension & Debarment.

(DO NOT DETACH THIS SHEET)

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Parish. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials.

a. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Compliance with the Contract Work Hours & Safety Standards Act.

a. Overtime requirements. No Contractor or subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of twenty-seven dollars (\$27) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The Parish shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractors with the clauses set forth in paragraphs (b) through (d) of this section.

Compliance with Clean Air and Federal Water Pollution Control Act.

a. Clean Air Act.

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et.seq.

(ii) The Contractor agrees to report each violation to the NAME and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency

Regional Office.

(DO NOT DETACH THIS SHEET)

(iii) The Contractor agrees to include these requirements in each subcontract exceeding

\$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act.

(i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding

\$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Equal Employment Opportunity.

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

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representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further

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assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Termination.

a. **Termination for Cause.** Parish may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract provided that Parish shall give the Contractor written notice specifying the Contractor's failure.

b. **Termination for Convenience.** Parish may terminate this Contract at any time by giving sixty (60) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Breach. Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the Parish incurs damages as a result of Contractor's breach, the Parish may pursue recovery of such damages from Contractor. The Parish further retains the right to seek specific performance of the Contract at any time as authorized by law. The Parish further retains the right to otherwise pursue any remedies available to the Parish as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

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 an 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 contract, the making 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, U.S. 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

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