

**Federal Funding Contract Compliance Form**

The following provisions are required and apply when federal funds are expended by Fontana Unified School District for any contract resulting from this procurement process. Fontana Unified School District is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**BREACH OF CONTRACT BY EITHER PARTIES**

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

Pursuant to Federal Rules (A) above, when federal funds are expended by Fontana Unified School District, 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.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**TERMINATION FOR CAUSE OR FOR CONVENIENCE**

- (B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by Fontana Unified School District, the District reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Fontana Unified School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Fontana Unified School District believes, in its sole discretion that it is in the best interest of Fontana Unified School District to do so. The vendor will be compensated for work performed and accepted and goods accepted by Fontana Unified School District as of the termination date if the contract is terminated for convenience of Fontana Unified School District. Any award under this procurement process is not exclusive and Fontana Unified School District reserves the right to purchase goods and services from other vendors when it is in the best interest of Fontana Unified School District.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT**

- (C) **Rights to Inventions Made Under a Contract Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by Fontana Unified School District, the vendor certifies that during the term of an award for all contracts by Fontana Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

#### **CLEAN AIR ACT (42 U.S.C.7401-7671q.)**

- (D) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (D) above, when federal funds are expended by Fontana Unified School District, the vendor certifies that during the term of an award for all contracts by Fontana Unified School District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

#### **DEBARMENT AND SUSPENSION**

- (E) **Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (E) above, when federal funds are expended by Fontana Unified School District, the vendor certifies that during the term of an award for all contracts by Fontana Unified School District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

#### **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

- (F) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified 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 must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Fontana Unified School District, the vendor certifies that during the term and after the awarded term of an award for all contracts by Fontana Unified School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

<p align="center"><b>RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333</b></p>
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When federal funds are expended by Fontana Unified School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

<p align="center"><b>CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT</b></p>
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When federal funds are expended by Fontana Unified School District for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49

Does vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

### **CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_Initials of Authorized Representative of Vendor

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as**

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Printed Name of Authorized Representative:** \_\_\_\_\_  
**Signature of Authorized Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_