



June 6, 2022

**REQUEST FOR PROPOSAL
MILK AND JUICE BID
CHILD NUTRITION DEPARTMENT**

**SCHOLARMADE[®]
Achievement Place of Arkansas
School District Child Nutrition Dept.**



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SCHOLARMADE ACHIEVEMENT PLACE OF ARKANSAS
2410 S. BATTERY | LITTLE ROCK | ARKANSAS | 72206

June 6, 2022

Request for Proposal
Milk and Juice Bid
Child Nutrition Department

To Whom It May Concern:

The ScholarMade Achievement Place of Arkansas invites your bid on items specified on the attached bid forms.

Please return (1) one hard copy, Buy American Provision Certification, Bid Signature, Bidders Assurance and Disclosure Form, and other required documents, in a SEALED envelope to the Director of Child Nutrition, ScholarMade Achievement Place of Arkansas, P. O. Box 55930, Little Rock, AR 72215 by **10:00 a.m., June 21, 2022.** Clearly identify the outside of the envelope with the name of the bid, opening date and time.

Proposals will be taken under advisement upon opening, and the successful bidder will be notified as soon as possible after evaluation by the District.

The District reserves the right to reject any or all bids and waive any irregularities or formalities in any solicitation or bid responses. Price alone may not be the determining factor. Awards will be based upon those considerations which are in the best interest of the District and will be made to the responsive, responsible vendor whose bid is judged to be the most effective and economical for the purpose intended, according to the requirements stated in this Invitation for Bids.

We thank you for your interest and look forward to your continued participation in the District's procurement process.

Sincerely,

A handwritten signature in cursive script that reads "Shelia Bailey".

Shelia Bailey
Child Nutrition Director

Enclosures

cc: Dr. Phillis Anderson, Larrie Gilbert



SECTION I: BID INSTRUCTIONS AND CONDITIONS

BUSINESS POLICY

It is the policy of ScholarMade Achievement Place of Arkansas, that small, minority and women's business enterprises and labor surplus firms shall have the maximum opportunity to participate in the District's purchasing process. Therefore, the District encourages all of the above businesses to compete for goods, services, and construction.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by the CN Program Funds.

Procedures: The ScholarMade School District seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award
- and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

Disciplinary action (which may include termination) will be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

The ScholarMade School District's procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

All food provided must be processed and packaged under the best possible sanitary conditions in accordance with local, State of Arkansas, and Federal Pure Food Laws and Health regulations.

FISCAL FUNDING

If the contract extends beyond the end to the current funding year, it shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds. school district reserves the right to change item identification, decrease the quantities and/or add and delete items.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for five (5) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the USDA, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.



CONTRACT TIME PERIOD

- A Initial Term** - The initial term of this contract, which results in the award of this bid is July 1, 2022 through June 30, 2023.
- B Extension Option** – This contract may be extended up to five (5) additional terms of ONE YEAR at a time at the same terms and conditions upon the mutual agreement of all parties. In no event shall the term of this contract, including renewals, exceed six (6) years.

Sealed, written bids will be received by the ScholarMade Child Nutrition Department at the time and place specified on this document. Neither dating of bid nor placing in mail by this date will meet requirements. Bid must be received on or before date and time stated.

BID OPENING

Bids are to be opened at 10:00 am on Tuesday, June 21, 2022 at ScholarMade Administrative Office 409 E 6th Street, Little Rock, AR 72202. The opening of bids will be at the time specified; only the bottom-line total figure will be read at bid opening. All bid documents will be checked for accuracy of mathematical extensions and additions. Bids will also be examined for compliance with specifications and conditions outlined in the bid document.

The ScholarMade School District reserves the right to accept or reject any or all bids in the interest of the Board of Education for the school district. The bid will be awarded after review and approval by the district. The Board of Education for the ScholarMade School District reserves the right to cancel or terminate the bid contract that it deems is in the best interest of the school system.

Bids will receive appropriate confidentiality before awarding. Within ten (10) working days of opening, bid documents and tabulations will be available for review provided the bid award has been finalized.

Errors discovered after public opening cannot be corrected and the bidder will be bound to honor the bid as submitted. If items are not available after the bids are opened, the ScholarMade School District reserves the right to award the contract to the next qualified vendor.

BUY AMERICAN

The “Buy American Requirement” requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Please note this rule applies to “Private Labels” as well as other labels.

ScholarMade Achievement Place of Arkansas is responsible for all contracts awarded.



SECTION II:

I. PRODUCT EVALUATION

Bidders will be **required** to submit samples of requested items only.

All items must be peanut free and processed at a peanut free facility.

The following procedures must be completed prior to bid opening.

A. Product Samples

Vendors shall submit the following minimum quantity of one (1) each per alternate bid. In addition, vendor must submit a minimum of one (1) sample of each alternate product flavor bid.

Samples are to be furnished for items requested without cost to ScholarMade Achievement Place of Arkansas by **noon** the day prior to bid opening. All samples must include: product information, CN label and nutritional information

Each sample container (bag, can, carton, case etc.) shall be **clearly labeled** by the vendor with:

1. Name of bidder
2. Brand
3. Product code (as listed on vendor's bid response)

SAMPLES THAT ARE NOT LABELED AS SPECIFIED MAY NOT BE CONSIDERED FOR AWARD OF A BID ITEM. Grading certificates are not required. Failure to comply with this request may result in automatic disqualification of the product for review.

B. Product Analysis:

Bidder will be required to furnish the most current product analysis or Child Nutrition label as requested in bid specifications. Effective January 1, 1986, the product analysis for a VPP (vegetable protein product) will reflect approved formulation and wording. The product received in shipment must be labeled identically to the label submitted with the bid form. **Failure to comply with this request may result in automatic disqualification of the product for review**

Any bid submitted without a product analysis as requested will not be considered. Product analysis and/or Child Nutrition label must be clearly labeled with the name of bidder and item number as listed on the bid specifications. Product analysis information shall be attached to SMAPA bid form with the name of the vendor in the top right-hand corner of the page. Should the product analysis sheet list several products, the bidder must circle and initial the information that corresponds to the bid item. If it is determined that your product has an **expired CN label it will not be considered.**

C. Testing of Products:

The Child Nutrition Department reserves the right to submit a sample of any product to an independent laboratory for analysis, such analysis to be paid for by the District if the product meets specifications. If the product does not meet the required specification, the successful supplier will be billed for the analysis by the laboratory and will be responsible for replacing the product within 48 hours after notification. Non-compliant products may be shipped to and stored in commercial cold-dry storage facilities at bidder's expense if the 48-hour deadline is not adhered to. If the supplier is not satisfied with the analysis from the district's choice of independent laboratories, the supplier may request the product be sent to other laboratories at no cost to the district.

II. SPECIFICATIONS

Bid specifications are noted for each product requested or an equal which must meet the same specific criteria in product quality, meal component, and case quantity. **All items on proposal must clearly indicate price per case and price per serving size.** All bidders are expected to indicate changes to quantity and size of packaging in **red** ink if a requested



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product has been increased or downsized. **Failure to comply with this request may result in automatic disqualification of the product for review.**

To indicate changes by bidder, the words, “Change of Specification,” in **red** ink must be written next to the item number; and a complete statement of the change in specifications must be attached to the bid form. **Failure to comply with the bid instructions may result in automatic disqualification of the bidder.**

III. REBATES

Vendors shall be responsible for informing, in writing, to ScholarMade Achievement Place of Arkansas Department when product rebates are offered with qualifying information and specific instructions for rebate submittal.

IV. BID PRICING

Vendors may choose to bid on any or all items. All prices specified in vendor’s bid must remain firm during the term of the bid contract. **Any changes in the bid amount of an item must be provided in writing, to the Director of Child Nutrition or designated personnel, 30 days before the next scheduled menu serving. No other personnel should be contacted in this event.**

The Vendor will be required to provide to the Child Nutrition Department, documentation that justifies the change in price. Supporting documentation must be from the product manufacturer or like source and supporting the need for the increase due to circumstances beyond the control of the vendor. The Child Nutrition Department will not, under any circumstance, accept product price increases due to changes to vendor’s business infrastructure.

Bid pricing must remain firm during the term of the contract period. Any changes in bid pricing, the vendor and/or manufacturer shall accept all liabilities for any difference in price changes.

V. EVALUATION OF CRITERIA AND NOTIFICATION OF AWARDS

This RFP will be awarded to the lowest responsible, responsive, and reputable bidder meeting specifications and evaluation criteria.

The Child Nutrition Department will negotiate, as appropriate, with the apparent acceptable vendor. The proposal deemed to be the most practical and advantageous will receive major consideration. The proposed costs, fee or expense, will weigh heavily in the award of any resulting contract but will not necessarily be the determining factor. The Child Nutrition Department intends to review all proposals. The Child Nutrition Department will utilize but not be limited to the following criteria in reviewing proposals received.

1. Pricing
2. Company profile (geographical preference and number of years in business)
3. Quality of submitted samples
4. References
5. Rebates
6. Overall responsiveness (provide one (1) hard copy, Buy American Provision Certification, Bid Signature, Bidders Assurance and Disclosure Form, and other required documents)

The Child Nutrition Department reserves the right to award by line item or all-or-none, whichever is most advantageous to the Child Nutrition Department.

VI. PRODUCT CODES

Vendor shall specify the manufacturer’s product number for all items bid. The vendor warehouse stock or inventory number is not acceptable. Vendors shall be expected to meet item specifications. **Vendors must provide product information for all items.** **Failure to comply with this request may result in automatic disqualification of the product for review.**



VII. PRODUCT LIABILITY

The successful bidder shall, upon notification of award, provide a certificate of insurance with minimum general liability coverage of \$1,000,000. The vendor will keep this coverage in force, for the life of the awarded contract. Should any product sold to the District contain foreign or extraneous matter, the vendor, broker, and manufacturer shall accept all liabilities for damages resulting in the service of such product.

VIII. ACTUAL QUANTITIES

Quantities on the award letter are estimated to cover the period from July 1, 2022, to June 30, 2023. The estimated quantities given do not represent any guarantee or limit as to actual quantity to be purchased.

IX. ORDERS

All orders will be placed directly with awardees in writing by email or via ordering system by the person designated by the superintendent. The vendor will be provided specific product and actual quantity to ship via the written or documented order.

X. DELIVERIES

Vendor shall not ship any orders until vendor has been notified according to specifications in Item #9 above. Approved food items received must bear labels, noting name of product and ingredients identical to those submitted by bidder for sampling. **No substitution of a product will be acceptable under any circumstance without prior approval.**

Deliveries are scheduled with the Child Nutrition Department.

Deliveries shall be made between the hours of 8:30 a.m. and 10:00 a.m. or 12:30 p.m. to 2:00 p.m. Deliveries after 2 p.m. will not be accepted, unless prior arrangements have been made in writing due to specific unforeseen circumstances.

Frozen food deliveries must be made in mechanically refrigerated trucks, maintaining a temperature below freezing at all times.

Should it be determined that product received is not consumable and/or usable, the vendor is responsible for pick up of product within 10 business days of notification and issuing credit to the Child Nutrition Unit. **Failure to comply with this request may result in termination of contract.**

XI. INVOICES AND STATEMENTS

Invoices for purchases of food by the Child Nutrition Department will be paid by ScholarMade Achievement Place of Arkansas. Vendors will supply copy of invoice to the Child Nutrition Department at the time of delivery. Invoice separately for each purchase order when a delivery involves multiple purchase order numbers. Invoices must be signed by either a child nutrition manager or designee. When adjustments are made, both the driver and Child Nutrition employee must sign acknowledging.

XII. CANCELLATION PROVISIONS

Cancellation for Cause: The Child Nutrition Department may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the Child Nutrition Department exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

Cancellation for Convenience: The Child Nutrition Department reserves the right to terminate the contract, without penalty or recourse, by giving the contractor thirty (30) days prior notice, if it is determined by the Director of Child Nutrition that termination would be in the Department's best interest.



XIII. CANCELLATION COMPENSATION

In the event of a breach of contract, either through delayed response or other areas of unsatisfactory performance within the control of the vendor, the Director of Child Nutrition may, at her option, choose the next highest ranked proposal as determined through the selection process, re-advertise for proposals, negotiate the proposal or complete any other action consistent with the Child Nutrition Department's procedures. The defaulting vendor may be liable for the difference between his proposal price and the next highest ranked vendor.

NON-DISCRIMINATION

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-ComplaintForm-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

2. fax: (833) 256-1665 or (202) 690-7442; or

3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

The company must include in any and all subcontracts the same provision as the preceding.

BROKERS:

Brokers must respond to bid requests with names of suppliers offering their products. Names will be deleted from bid list for non-response.

Brokers are encouraged to submit samples for all vendors that bid on products handled by the brokerage firm, thus reducing the quantity of samples received for the same product. **SAMPLES SUBMITTED BY A BROKER WILL ONLY BE APPLIED TO THE VENDORS LISTED ON THE SAMPLE BY THE BROKER.**



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The ScholarMade Achievement Place of Arkansas School District abides by the “Buy American Provision” as defined by Public Law 105-336 Section 12(n) of NSLA (42 USC 1760(n); 7 CFR 210(d); & 7 CFR220.16 (d). Bidders will be required to certify that product(s) bid comply with the provisions of this regulation. The following forms, Buy American Provision Certification, Bid signature and Bid assurance and disclosure must be notarized and submitted with the bid. Suppliers are required to advise the School District prior to offering any product that does not meet these requirements.

BUY AMERICAN PROVISION CERTIFICATION

Buy American Provision Certification

“We require that suppliers certify the percentage of U. S. content in products supplied to us. If you are unable or unwilling to make such certification, we will not purchase from you.”

Manufacturer:		Distributor:	
We certify that our		has at least	% U. S. content.

Manufacturer:		Distributor:	
We certify that our		has at least	% U. S. content.

Manufacturer:		Distributor:	
We certify that our		has at least	% U. S. content.

Manufacturer:		Distributor:	
We certify that our		has at least	% U. S. content.

Manufacturer:		Distributor:	
We certify that our		has at least	% U. S. content.

Manufacturer:		Distributor:	
We certify that our		has at least	% U. S. content.



This form must be completed, notarized and submitted with bid or bid will be rejected.

BIDDER ASSURANCES AND DISCLOSURE - SCHOOL DISTRICT BID

Name of School District:	
Bid Description:	
Bid Opening Date:	

Assurances:

I, _____ hereby state:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and school district officials, as well as facts pertaining to the giving or offering of things of value to school district personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. To any collusion with any school district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or
 - c. In any discussions between bidders and any school district official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.
4. I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

Disclosure:

1. Does any school board member or employee of the school district have a financial interest in your business or hold a position as officer, director, trustee, partner, or other top level management? Yes No
2. Does any school board member or employee of the school district have a family relationship with anyone employed by your business? Yes No

(If the answer is yes to either of the above questions, provide details in a separate attachment to this form.)

3. Did you or your company assist the school district or any agent of the school district with the development of the bid specifications? Yes No

If yes:

- a. Were you or your company compensated? Yes No
- b. Is your company's name or identity included anywhere within the specifications? Yes No
- c. Were you offered any preferential treatment in the bid evaluation process? Yes No

(If the purchase will be from the school district's federal child nutrition food service fund, potential bidders cannot have input into the development of specification. – 7 Code of Federal Regulations 3016.60(b))



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Signature

Date

Print Name

Date

Company

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My commission expires _____, 20 _____.

**Any person determined to have made a false statement on the form or any bidder who acts contrary to the provisions of the form after its agent has executed the form shall be guilty of a Class C misdemeanor.



SECTION IV: EVALUATION CRITERIA

1. **PRICING:** See attached RFP
2. **COMPANY PROFILE:** On a separate sheet of paper, please provide your company profile including: years in business and geographical location from which the product(s) will be delivered from.
3. **QUALITY OF SUBMITTED SAMPLES:** Samples must be submitted for specified items.
4. **REFERENCES:**

Name of Company:	
Company Address:	
Contact Person:	
Telephone:	

Name of Company:	
Company Address:	
Contact Person:	
Telephone:	

5. **REBATES:** Provide documentation on products when rebates are offered with qualifying information and specific instructions for rebate submittal.
6. **OVERALL RESPONSIVENESS:** Please return one hard copy of your bid, Buy American Provision Certification, Bid Signature, Bidders Assurance and Disclosure Form, and other required documents



SECTION V: REQUIRED SUBMITTALS

1. **PRICING:** Place all pricing on IFB specification spreadsheet.
2. **COMPANY PROFILE:** On a separate sheet of paper, please provide your company profile including: years in business and geographical location from which the product(s) will be delivered.
3. **QUALITY OF SUBMITTED SAMPLES:** Samples must be submitted if requested.
4. **REBATES:** Provide documentation on products when rebates are offered with qualifying information and specific instructions for rebate submittal.
5. **OVERALL RESPONSIVENESS:** Please return one (1) hard copy of your bid , Buy American Provision Certification, Bid Signature, Bidders Assurance and Disclosure Form, Debarment and Suspension, Anti Lobbying, and other required documents



Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants’ Responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on reverse.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date



INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, and ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



CERTIFICATION LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed 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. 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 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.
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 grant 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 covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date



DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
 TO 31 U.S.C. 1352
 (SEE REVERSE FOR PUBLIC DISCLOSURE)**

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post award	3. Report Type: <input type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change For Material Change Only: Year ____ Quarter ____ Date of Last Report ____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier ____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 Is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number: (if known)		9. Award Amount: (if known) \$ ____
10. a. Name and Address of Lobbying Entity: <i>(if individual, last name, first name, MI)</i>		b. Individual Performing Services: <i>(including address if different from No. 10a) (Last name, first name, MI)</i>
11. Amount of Payment: (check all that apply) \$ ____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned		13. Type of Payment: (check all that apply) <input type="checkbox"/> Retainer <input type="checkbox"/> One-Time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingency Fee <input type="checkbox"/> Deferred f. <input type="checkbox"/> Other: <i>(specify)</i> _____
12. Form of Payment: (check all that apply) a. Cash Nature ____ b. In-kind (specify) Value ____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. 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 evidence was placed by the 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 semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: Print Name: Title: Telephone Number: Date:



**INSTRUCTIONS FOR COMPLETION OF SF-11
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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. Use a Continuation Sheet for additional information if the space on the form is inadequate. 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 (OMB) 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 follow-up 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 sub-award recipient. Identify the tier of the sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks Sub-awardee, 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include 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 Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.



SCHOLARMADE ACHIEVEMENT PLACE OF ARKANSAS
2410 S. BATTERY | LITTLE ROCK | ARKANSAS | 72206

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching 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 collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.