CONTRACT FOR
TECHNICAL WRITING and PROCUREMENT ASSISTANCE SERVICES
BETWEEN THE
INTER TRIBAL COUNCIL OF ARIZONA, INC
AND
xxxx

THIS CONTRACT for Technical Writing and Procurement Assistance Services (Contract) is made and entered into by the Inter Tribal Council of Arizona, Special Supplemental Nutrition Program for Woman, Infants and Children (ITCA), as authorized by Congress through Section 17 of the Child Nutrition Act of 1966 and XXX (Contractor) (collectively, "the parties").

WHEREAS, WIC is a public health nutrition program administered by state agencies for the United States Department of Agriculture's Food and Nutrition Services (USDA/FNS); and

WHEREAS, Kansas, New Hampshire Hawaii and ITCA each administer the WIC program in their respective states, providing more than $70 million in food benefits annually to an average of approximately 106,000 clients per month at 238 clinic sites statewide; and

WHEREAS, The Multi State Consortium (MSC) of Kansas, New Hampshire, Hawaii and the ITCA was created via a Memorandum of Understanding in January 2009, as amended, to provide for joint action and contracting among the MSC participants in order to maximize efficiencies and save valuable resources in the administration of the WIC program; and

WHEREAS, The MSC has authorized the ITCA to act as the "lead state" for purposes of entering into and administering this Contract.

NOW THEREFORE, in consideration of the mutual promises and representations set forth in this Contract, ITCA and Contractor agree as follows:

1. PURPOSE OF CONTRACT

This Contract is to draft the MSC Management Information Systems (MIS) Operations and Maintenance Services Request for Proposal (RFP) and to provide assistance in the procurement of the MIS Operations and Maintenance Services. As the lead state for the MSC, ITCA is authorized to enter into this Contract in order to set forth the duties and rights of the parties with regard to the these services more particularly described in the RFQ WIC 19-02 (hereinafter, "RFQ"), amendments thereto, and in Contractor's response to the RFQ, which are all incorporated here as if stated in full, as more particularly described in Section 2, below.

2. CONTRACT DOCUMENT

The Contract between ITCA and Contractor shall include the following attachments, which are attached here and fully incorporated herein and made a part hereof:

2.1 All requirements of the RFQ, with a closing date of June 28, 2019, and all amendments and attachments thereto.

2.2 Contractor's response to the RFQ dated June xx, 2019 (Attachment A).

2.3 Contractual Provisions for Compliance with Federal Law (Attachment B).

2.4 All other attachments and/or exhibits specifically referred to herein.

3. ORDER OF PRECEDENCE

Wherever possible, all parts of this Contract shall be construed to be consistent with one another. However, if a conflict occurs among parts of this contract document, or any attachments or addenda, the following order of precedence shall control:

3.1 Contractual Provisions for Compliance with Federal Law (Attachment A).

3.2 RFQ WIC 19-02

3.3 This document.

3.4 Documents referenced in or attached to this Contract.

4. SUMMARY OF CONTRACTOR'S DUTIES

Contractor's duties and deliverables under this Contract are outlined in a detailed draft scope of work attached to the RFQ as Exhibit C, which includes, but is not limited to, the obligation of Contractor to:

- Host meetings and conference calls and gather and review information and documents related to the development of the MIS Operations and Maintenance RFP.
- Provide a draft RFP to the MSC for review and comment and make requested revisions.
- Make revisions requested by USDA.
- Draft evaluation and scoring criteria, provide training on evaluation and assist in the procurement process.

5. PERIOD OF CONTRACT

The term of this Contract shall begin on xxx, 2019, and shall continue to and include, xxx, 2019. The Contract period may be extended by ITCA by written Amendment signed by both parties.

6. COST OF CONTRACT

This Contract is fixed price based on the achievement and approval of deliverables outlined in the RFQ and its Exhibit B, Cost Quote. The total cost of the Contract is $xxx.

7. INVOICE FOR PAYMENT

Payment under this Contract shall be made after Contractor's work has been delivered and accepted by ITCA. The Contractor will submit an invoice for payment to the ITCA WIC Director at the address shown in Section 21 no more frequently than monthly and at least quarterly in format agreed by both parties. The invoice will specify the deliverables terms identified in RFQ Exhibit C and the cost proposal.

8. CONTRACT AMENDMENTS

This Contract, including attachments, may be extended or amended as necessary if such extension or amendment is in writing and executed with the same formalities as this Contract.

9. PARTIAL INVALIDITY

If any part, term, or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

10. PRIME CONTRACTOR

10.1 Contractor shall be responsible, without qualification, for meeting all terms, conditions, requirements and actions and for supplying all services described in the RFP and Contractor's best and final offer. Contractor shall not subcontract any work under the Contract without the express, written approval of ITCA prior to the entering said subcontracts. Contractor shall be totally responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this Contract shall apply without qualification to each subcontractor of Contractor. For purposes of this Contract, the term "Contractor" shall include all subcontractors hired by Contractor.

10.2 Contractor shall perform the contracted services in North America. Should Contractor plan to move the performance of the contracted services to a site outside of North America, Contractor shall immediately notify ITCA, in writing, indicating the new location and the percentage of work that Contractor is planning to relocate. ITCA must approve in writing prior to any service being performed outside of North America.

11. ASSIGNMENT, TRANSFER, CONVEYANCE, AND DISPOSAL

Contractor shall not assign, delegate, transfer, convey, encumber, or dispose of any right, title and/or interest derived from this Contract or any duties or obligations set forth herein to any other person, partnership, company, corporation or entity without prior written consent of ITCA.

12. INDEPENDENT CONTRACTOR

Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which ITCA or any MSC member employees may be entitled.

13. NO JOINT VENTURE OR PARTNERSHIP

Nothing in this Contract, the RFP or any other attachment shall be considered or construed to be a partnership or joint venture, and ITCA shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of ITCA or any MSC member, ostensibly or otherwise, except as provided for herein, nor may Contractor bind ITCA or the MSC members in any manner, unless specifically authorized to do so in writing.

14. CONFIDENTIALITY AND ACCESS TO INFORMATION

14.1 In the performance of its research duties under this Contract, Contractor and its employees will have access to personally identifiable and proprietary information, in tangible and intangible form, including confidential WIC applicant and participant information maintained by the ITCA, Kansas, Hawaii and New Hampshire WIC programs as required by 7 C.F.R. § 246.26 and applicable provisions of federal and state law (collectively "Confidential Information"). Any request for access to Confidential Information shall be exclusively for WIC purposes and only those employees who have a need to know will be granted or entitled to such access for the purposes of providing the services required under this Contract. Contractor shall also assume full responsibility for compliance with the standards for security of private or confidential records, data, software or equipment required by federal and state statutes which mandate implementation of strict measures to ensure physical and electronic security of the same.

14.2 Contractor shall: (i) treat all Confidential Information as strictly confidential and take such measures as may necessary and appropriate to protect such Confidential Information from disclosure as required by this Contract and applicable federal or state laws (ii) not directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever, except as provided for in this Contract or as may be specifically approved in writing by ITCA pursuant to applicable law; and (iii) not access or use any Confidential Information for economic, personal or professional gain for itself or on behalf of any third party.

14.3 ITCA may immediately terminate this Contract in the event Contractor discloses or uses Confidential Information in violation of any requirement of this Section.

14.4 Contractor acknowledges and agrees that the improper use or disclosure of Confidential Information by Contractor or Contractor's employees is likely to cause the ITCA and/or the MSC members to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and/or criminal penalties. Contractor agrees that a civil action may be brought against Contractor and/or its representatives, including employees, agents and subcontractors as authorized by law if Confidential Information is used or released for any purpose not permitted or required under this Contract.

14.5 Upon completion, termination or expiration of this Contract, or at the request of ITCA or any member of the MSC, Contractor shall promptly return all Confidential Information in its possession or the possession of its employees, accompanied by a letter which certifies all private and/or confidential WIC data and software supplied by the MSC have been removed from all Contractor's equipment, files and backup. ITCA shall also be entitled, in its sole discretion, to require Contractor to immediately identify any Confidential Information in its possession and to follow instructions for destroying or rendering unreadable all Confidential Information, including WIC data, software or any material derived from the same, which the Contractor has in its possession.

14.6 Contractor shall accept full responsibility for providing adequate supervision and training to its employees, agents and subcontractors, in order to ensure that Contractor is in full compliance with the confidentiality and access provisions of the contract, including but not limited to:

14.6.1 Abiding with the confidentiality and access provisions of the contract and federal and state law; and,

14.6.2 Protecting the WIC data and information from unauthorized activities, including but not limited to disclosure or inappropriate use.

14.7 The restrictions and obligations contained in this Section shall survive the expiration or termination of this Contract and shall continue in perpetuity from the date of this Contract unless ITCA releases the Contractor in writing.

14.8 Should Contractor discover that any of its representatives, including employees, agents and subcontractors are or have violated and provision of this Section 14, Contractor shall immediately notify ITCA of such unauthorized use or disclosure and shall identify all individuals engaged in such unauthorized use or disclosure to ITCA. While initial notification may be verbal, Contractor shall immediately follow any verbal notice with written documentation, delivered to ITCA by the most expeditious means available, and work cooperatively with ITCA to notify the appropriate individuals or officials and to take such other actions as may be required by law.

15. LIABILITY AND INDEMNIFICATION

15.1 Contractor shall assume full responsibility for any damage, security, or misuse of all State and Contractor property, including any private or confidential WIC data, software and equipment maintained by ITCA or any member of the MSC and any equipment, supplies, accessories, software or parts furnished to Contractor while such property is in Contractor's possession or control.

15.2 Contractor agrees to indemnify, defend, and hold ITCA harmless from and against any and all losses, liabilities, suits, judgments, claims demands, and causes of action (including, without limitation, attorneys' fees and legal expenses) arising from or in connection with the work conducted under this Contract, the

RFP and all attachment hereto. Consultant's obligations under this Section shall survive the termination or expiration of this Contract

16. OWNERSHIP OF MATERIALS

Contractor hereby transfers and assigns to ITCA all right, title and interest (including copyright rights) in and to all materials gathered, created or developed by Contractor pursuant to this Contract, including, without limitation, data, reports, plans, statements of work, analysis, studies, summaries, articles, figures or graphics, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform ITCA in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist ITCA, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to ITCA in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements or ownership rights that may be asserted by the USDA/FNS or any other applicable entity of the federal funding agency.

17. THIRD PARTY BENEFICIARIES

Contractor acknowledges and agrees that as members of the MSC, the Kansas WIC Program, Hawaii WIC Program and the New Hampshire WIC Program are third-party beneficiaries to this Contract.

18. INTERFERING CONDITIONS

Contractor shall promptly and fully notify ITCA of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Contract, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Contract, unless otherwise provided for herein

19. ENTIRE AGREEMENT

This Contract and all attachments hereto listed in Section 2 contain all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersede and replace any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

20. FORCE MAJEURE

Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes (other than by Contractor's employees), picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose

performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate this Agreement upon delivery of written notice to the affected party.

21. NOTICES

All notices shall be in writing delivered to the other party at the addresses set forth below and to such other persons as may be subsequently identified in a written notice. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR ITCA: Director, ITCA WIC
Inter Tribal Council of Arizona, Inc.
2214 N. Central Avenue, Suite 100
Phoenix, AZ 85004
Phone: (419) 262-5623, ext. 112
Fax: (419)-626-8778
Email: mindy.jossefides@itcaonline.com

FOR CONTRACTOR:
[insert proper information]

With a copy to:

Director, Kansas WIC
KDHE
Dave Thomason
[insert proper information]

AND

Director, New Hampshire WIC
Lissa Sirois
[insert proper information]

AND

Director, Hawaii WIC
Melanie Murakami
[insert proper information]

22. DISPUTES

22.1 In the event of any dispute, claim, question, or disagreement arising out of or relating to this contract ("dispute"), the parties shall act immediately and will use

their best efforts to settle such dispute at the lowest level possible. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to Contractor and ITCA. The parties agree that the existence of a dispute notwithstanding, each party shall continue, without delay, to carry out all their respective responsibilities under the contract on all non- disputed work.

17.3 If the dispute cannot be resolved according to the process above, any party may submit a written appeal to the ITCA Executive Director within ten (10) business days of the conclusion of the above process. The decision of the ITCA Executive Director shall be final and conclusive as to the position of ITCA under the contract, and thereafter the Contractor or ITCA may seek any other additional remedies as provided for in this Contract or as may be permitted under the law, including the right to terminate this Contract for cause pursuant to Subsection 23.1.

23. TERMINATION

23.1 Either party may terminate this Contract if the other party fails to perform any material obligation under this Contract after providing non-performing party with written notice of the alleged failure and (10) business days in which to cure said failure. If, upon the expiration of the ten (10) day cure period, the noticing party determines the failure has not been remedied, the noticing party may terminate this contract or any part hereof without further notice.

23.2 ITCA may terminate performance of work under this contract without cause in whole or in part whenever ITCA determines, in its sole discretion that termination is in the best interest of ITCA. In the event ITCA elects to terminate this contract pursuant to this provision, ITCA shall provide Contractor with written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. Contractor shall continue to perform any part of the work that is not terminated by the notice.

23.3 In the event of termination, ITCA, in addition to any other rights provided for in this contract, may require Contractor to transfer title and deliver to ITCA in the manner and to the extent directed, all completed materials. Contractor shall receive payment pro-rated for that portion of the contract services provided and/or that portion of goods subject to any offset for actual damages including loss of federal matching funds. The rights and remedies of ITCA provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

24. WAIVER

In the event of breach of this contract, or any provision hereof, failure of ITCA to exercise any of its rights or remedies under the contract shall not be construed as a waiver of any such provision of the contract breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

25. INSPECTION

ITCA and its authorized representative(s) shall have the right, upon written notice, to inspect or otherwise evaluate all phases of performance under this contract. Contractor shall permit ITCA or its duly authorized representative(s), to inspect and audit all work, material, data and other records with regard to any projects assigned under this Contract.

26. GOVERNING LAW

This Contract shall be construed and enforced in accordance with and governed by the internal laws of the State of Arizona.

27. RESPONSIBILITY TO EMPLOYEES

Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation, and Social Security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by the Contract.

28. CONFLICT OF INTEREST

Contractor shall not knowingly employ during the period of this Contract or the extensions hereto, any professional personnel who are also in the employ of Kansas, Hawaii, New Hampshire or ITCA and who are providing services involving this Contract or services similar in nature to the scope of this Contract to Kansas, Hawaii, New Hampshire or ITCA. Furthermore, Contractor shall not knowingly employ, during the period of this Contract or any extensions to it, any Kansas, Hawaii, New Hampshire or ITCA employee who has participated in the making of this Contract until at least one year after his/her termination with Kansas, Hawaii, New Hampshire or ITCA as set forth by statute. Neither Contractor, nor any person, firm or corporation employed by Contractor in the performance of this Contract, shall offer or give any gift, money or anything of value or promise of future reward or compensation to a Kansas, Hawaii, New Hampshire or ITCA employee at any time.

Contractor and ITCA each acknowledge they have read this contract, understand it, and agree to be bound by its terms and conditions.

WITNESSETH THE PARTIES' HANDS THE DAY AND YEAR SET FORTH BELOW.

Signatory for Inter Tribal Council of Arizona, Inc.

Maria Dadgar, MBA
Executive Director

_____
Date

_____
Signature

Signatory for the Contractor

_____
Signature

[name and title]

_____
Date

CONTRACTUAL PROVISIONS ATTACHMENT A

The contractor must comply with the following provisions:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

2. The Clean Air Act, Section 306:

   a) No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

   b) The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

   c) In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

   d) The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

   e) The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

3. The Clean Water Act:

   a) No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

   b) The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

   c) In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

      1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

      2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

   d) The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

   e) The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f) (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

   a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant 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 Confess in connection with this federal grantor o cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

   a) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

   b) Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

   c) Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

   d) Although alcohol is not a controlled substance, it is nonetheless a drug. Abuse of this drug will also not be tolerated in the workplace.

   e) Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

   a. The applicant certifies that it and its principals:

      1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

      2. 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;

      3. 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

      4. 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 applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

8. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that the MSC is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants 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, or by any department or agency of the MSC.