



## PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated as of **May 16, 2025** and is between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe acting through its **Department of Children and Family Services** (the “**CONFEDERATED TRIBES**”), and **[insert name]** (the “**CONSULTANT**”).

### 1. Agreement

1.1 Scope of Work. The CONSULTANT agrees to perform the services (“**Services**”) detailed in **Schedule A**.

1.2 Payment. The CONFEDERATED TRIBES agrees to pay the CONSULTANT in accordance with the terms in **Schedule B**. Payment for Services is limited to a maximum of \$\_\_\_\_\_.

1.3 Availability of Funds. Another agreement between the CONFEDERATED TRIBES and a third party may authorize and limit this one. Consequently, reimbursement under section 1.2 (Payment) is subject to the availability of funds.

1.4 Term. This agreement commences on the date written above and terminates on **February 30, 2026** unless otherwise terminated earlier.

1.5 Designated Contact. The representative for the CONFEDERATED TRIBES is **Dionne Bronson**. The representative for the CONSULTANT is **[insert name]**.

### 2. Personnel

2.1 Independent CONSULTANT. The CONSULTANT agrees to employ, at its own expense, all personnel reasonably necessary to perform the Services required by this agreement. These personnel are not employees of the CONFEDERATED TRIBES. The CONSULTANT shall ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, state, or federal laws. The CONSULTANT is an independent CONSULTANT. The CONSULTANT is not an agent or employee of the CONFEDERATED TRIBES. The CONSULTANT and the CONFEDERATED TRIBES are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

2.2 SubCONSULTANTS. The CONSULTANT shall obtain written approval from the CONFEDERATED TRIBES before hiring a subCONSULTANT.

2.3 TERO. The CONSULTANT shall comply with the Tribal Employment Rights Office Code and execute a Compliance Agreement.

### 3. Representations and Warranties

3.1 Professional Work. The CONSULTANT shall perform Services in a professional, thorough, and skillful manner consistent with their profession’s standards in the Pacific Northwest region.

3.2 Compliance with Laws. The CONSULTANT shall comply with all applicable tribal, state, local, and federal laws. The CONSULTANT represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this agreement.

3.3 Safety. The CONSULTANT shall perform all work in a safe manner.

3.4 Broad Protection. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the CONFEDERATED TRIBES.

### 4. INDEMNIFICATION

**4.1 INDEMNIFICATION. THE CONSULTANT SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CONFEDERATED TRIBES AND ITS OFFICERS, EMPLOYEES, AND AGENTS (THE “INDEMNIFIED PARTIES”) AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (COLLECTIVELY, “CLAIM”) THAT ARE BROUGHT AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF OR RELATED TO (1) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF THE CONSULTANT OR ITS EMPLOYEES, AGENTS, OR SUBCONSULTANTS RELATED TO THIS AGREEMENT, (2) ANY ACT OR OMISSION BY THE CONSULTANT THAT CONSTITUTES A NON-TRIVIAL (FROM THE PERSPECTIVE OF A REASONABLE PERSON IN THE POSITION OF THE INDEMNIFIED PARTIES) BREACH OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY MISREPRESENTATION OR BREACH OF WARRANTY, OR (3) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT ARISING FROM DELIVERY, USE, OR PERFORMANCE OF THE SERVICES. THIS DUTY INCLUDES COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ASSUMING THEIR OWN DEFENSE. THE CONSULTANT’S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (1) THE NEGLIGENT OR INTENTIONAL MISCONDUCT OF AN INDEMNIFIED PARTY, OR (2) THE CONFEDERATED TRIBES’ MODIFICATION OF GOODS WITHOUT THE CONSULTANT’S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USE OF THOSE GOODS.**

**4.2 WRITTEN AUTHORIZATION. ANY LEGAL COUNSEL PURPORTING TO REPRESENT THE INTERESTS OF AN INDEMNIFIED PARTY SHALL FIRST OBTAIN WRITTEN AUTHORIZATION FROM THE CONFEDERATED TRIBES' OFFICE OF LEGAL COUNSEL. THE CONFEDERATED TRIBES, THROUGH ITS OFFICE OF LEGAL COUNSEL, MAY ASSUME THE DEFENSE OF AN INDEMNIFIED PARTY AT ANY TIME WHEN IT DETERMINES IN ITS SOLE DISCRETION THAT (1) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (2) COUNSEL'S REPRESENTATION IS INADEQUATE; (3) IMPORTANT TRIBAL INTERESTS ARE AT STAKE; OR (4) IT IS IN THE BEST INTEREST OF AN INDEMNIFIED PARTY.**

## **5. Work Product**

5.1 Definition. "**Work Product**" means any work papers, reports, information, drawings, or internal memoranda of any kind, including photographs, and any written or graphic material, or other materials, however produced, prepared by, collected, generated, or created by the CONSULTANT in connection with its performance of the Services.

5.2 Ownership. The CONFEDERATED TRIBES owns all Work Product.

5.3 Confidential. All Work Product is confidential and the CONSULTANT shall maintain that confidentiality.

5.4 Authorization. The CONSULTANT shall not disclose any Work Product without prior written authorization from the CONFEDERATED TRIBES.

5.5 Employees. The CONSULTANT shall only disclose Work Product to employees when necessary to perform the Services. The CONSULTANT shall require all employees to maintain the Work Product's confidentiality.

5.6 Return of Work Product. The CONSULTANT shall promptly deliver all Work Product to the CONFEDERATED TRIBES upon completion of the Services or termination of this agreement.

## **6. Insurance [Check the appropriate box]**

6.1 Whether Required. Insurance ☐ IS ☒ IS NOT required. If unchecked, insurance is required.

6.2 Generally. If insurance is required under this agreement, CONSULTANT shall maintain the following insurance, naming the CONFEDERATED TRIBES as an additional insured:

- (a) Commercial General Liability Insurance in the amount of one million dollars each occurrence and two million dollars aggregate.
- (b) Commercial Automobile Liability Insurance in an amount equal to the greater of (1) one million dollars for all vehicles used in performance of the Services or (2) any other amount required by applicable law.
- (c) Worker's Compensation Insurance, Disability Benefits Insurance and any insurance required by applicable law.

6.3 Delivery of Certificates. If insurance is required, the CONSULTANT shall deliver certificates of insurance showing

the foregoing insurance coverage within 10 days of the start of work.

6.4 No Subrogation. The CONSULTANT waives all subrogation rights against the CONFEDERATED TRIBES and any of its CONSULTANTS, subCONSULTANTS, agents, officers, employees, or companies.

## **7. Termination**

7.1 For Convenience. Either party may terminate this agreement by giving to the other party 10 days' prior written notice. The notice shall specify the effective date of termination. Termination will not alter payment terms or give rise to any equitable claim for reimbursement.

7.2 Breach of Agreement. The CONFEDERATED TRIBES may immediately terminate this agreement by written notice following a breach by the CONSULTANT.

## **8. General Terms**

8.1 Choice of Law. The laws of the Confederated Tribes of the Umatilla Indian Reservation govern this agreement.

8.2 Severability. Any provision of this agreement held to be unenforceable will not affect the enforceability of any other provision.

8.3 Terminology. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation to". The word "or" is not exclusive. Headings are provided for convenience and do not affect meaning. Any reference to a time of day is to the time in Pendleton, Oregon.

8.4 Notices. Notices must be in writing. Delivery occurs when the other party receives notice through certified mail or a reputable overnight courier. Representative addresses are as follows:

The CONFEDERATED TRIBES:

CTUIR  
Family Engagement Program  
46411 Timine Way  
Pendleton, Oregon 97801  
Attention: Dionne Bronson  
Telephone: (541) 429-7811  
Email: DionneBronson@ctuir.org

The CONSULTANT:

[CONSULTANT'S Name]  
[ADDRESS]  
Attention:  
Telephone:  
Facsimile:

8.5 Entire Agreement. This agreement supersedes all prior or contemporaneous oral or written agreements between the parties.

8.6 Amendments. No change, amendment or modification of this agreement is valid unless it is in writing and executed by the parties.

8.7 Assignment. This agreement is not assignable by the CONSULTANT and binds any successor.

8.8 Survival. The requirements of Sections 3, 4 and 5 survive termination of this agreement.

8.9 No General Waiver. The waiver or failure to enforce, insist upon, or comply with any term in this agreement does not constitute a general waiver or relinquishment of that term.

8.10 No Construction Against Drafter. Each party has participated in negotiating and drafting this agreement. If any ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

8.11 Any CONSULTANT providing services to the CONFEDERATED TRIBES that involves direct or unsupervised interaction with children must complete a fingerprint background check. The CONSULTANT is responsible for ensuring that all personnel, including volunteers, undergo a national FBI fingerprint-based criminal history check, as well as checks against the National Sex Offender Registry and relevant state registries for criminal history and child abuse

records. The costs associated with these background checks will be borne by the CONSULTANT. If permitted by FBI CJIS rules, the CONSULTANT may utilize the CONFEDERATED TRIBES' Tribal Access Program for such services.

The CONSULTANT shall ensure personnel, including volunteers, self-report any arrests or charges for disqualifying offenses within three calendar days, and the CONSULTANT must notify the CONFEDERATED TRIBES within 24 hours of receiving such reports. The CONFEDERATED TRIBES reserves the right to exclude any CONSULTANT personnel or volunteers based on the results of these background checks if they reveal disqualifying offenses or raise concerns regarding the safety of children.

8.12 Additional Certifications. The CONSULTANT shall execute the following certification, which are attached to this contract as Schedule C, Federal Certifications:

- Taxpayer Identification
- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- Certification Regarding Debarment
- Drug Free Workplace
- Prohibition of Segregated Facilities
- Printing
- Small Business Program Representations
- Restrictions on Certain Foreign Purchases

This agreement is signed as of the date stated in the introductory clause and may be executed in counterparts or by facsimile.

**CONFEDERATED TRIBES OF THE  
UMATILLA INDIAN RESERVATION**

**[INSERT CONSULTANT'S NAME]**

By: \_\_\_\_\_  
[Name, Executive Director]

By: \_\_\_\_\_  
[Name, Title]

**Attachments:**

**Schedule A, Scope of Work  
Schedule B, Project Budget for Contract  
Schedule C, Task Order Form  
Schedule D, Federal Certifications**

## **SCHEDULE A: Scope of Work**

### **1. Background.**

1.1 The CONFEDERATED TRIBES is the recipient of a grant from the Meyer Memorial Trust Fund (MMTF) to implement an early literacy project intended to develop and implement culturally relevant and age-appropriate literacy materials and methodologies in an indigenous village. The guiding principle and theme of MMTF project:

- Understand that education starts at birth.
- Culturally relevant and culturally affirming programs and practices are central to student success.

This Agreement is intended to fulfill the Early Learning Literacy project as proposed by CTUIR DCFS for grant funding from MMTF.

### **2. Scope.**

CONSULTANT to provide services: See Schedule A attached.

- 2.1 The goal of this project is to ensure that children on our reservation learns, from cradle to career, to read and to have access to diverse texts that include those materials that are culturally relevant and age-appropriate so that our indigenous village will be free from the consequences that come from illiteracy and that we may have kindergarten-ready preschoolers with literacy and numeracy skills, able to navigate the education paths side by side with their mainstream peers.

### **3. Applicable Documents.**

PLEASE SEE Schedule A

### **4. Requirements.**

PLEASE SEE Schedule A

#### **4.1 Documentation.**

PLEASE SEE Schedule A

## SCHEDULE A: Scope of Work

**Grant Period- 02/1/2025 and 01/31/2026**

**Final Report due March 31, 2026**

<b>Objective/Goal</b>	<b>Tasks</b>	<b>Pts.</b>	<b>Deliverables/Evidence of task completion</b>	<b>Start</b>	<b>End</b>
Gain thorough understanding of the proposed and approved Early Literacy Program's design, its goals, implementation processes and results including participants' progress and list of finished products.  Work collaboratively with CTUIR staff.	<b>Task 1. Know the Project</b>  Study and review the grant application.	(5)	<b>Task 1. Know the Project</b> A. Log of activities, including-written summary of the approved grant proposal as understood by the CONSULTANT and Summary statement about the scope of work to be carried out.	May 2025	May 2025
	Clarify the goals, implementation methodology, receivables, metrics of evidence.	2	B. Records of communication. specify where, with whom and what topics were shared		
	Meet and gather with staff of DCFS- FEP, Education Department – AMLC, ASE, Language regarding the early learning project.	3	C. Records of dates and agenda of meetings and gatherings, working collaboratively with the CTUIR staff.		

<p><b>Training Component</b> Facilitate training for staff, (Career-seeking) youth and parents (family members) and guardians to understand and implement activities to promote early literacy.</p> <p>Identify Literacy Coaches and training participants.</p> <p>Schedule training:</p> <p>Outside the Early Childhood classrooms in gatherings of community members, e.g. Senior Center, Longhouse, Family Engagement Building, Youth Council sessions.</p> <p>In-classroom training by Literacy coaches to model techniques and approaches for staff and career-seeking youths.</p>	<p><b>Task 2. Facilitate Training Component</b> Identify trainers and participants. Schedule training sessions: Minimum of 2 training sessions for each group of participants:</p> <ul style="list-style-type: none"> <li>• Staff</li> <li>• (Career-seeking) Youth and</li> <li>• Parents (family members) and guardians</li> </ul> <p>Participants may be combined for each training. Minimum of 1 training session for each training site: Outside the Early Childhood classrooms Inside the Early Childhood classrooms.</p> <p>Collect pre and post training feedback.</p> <p>Address feedback as needed.</p>	<p>(15)</p> <p>5</p> <p>2.5</p> <p>2.5</p> <p>5</p>	<p><b>Task 2 Facilitate Training Component</b> A. Record of each training Session: 1) Topic- 2) Presenter- 3) Site of Training- 4) Roster of Participants</p> <p>B. Pre and Post Training Feedback from participants. C. Record of how feedback was addressed. <b>D. Summary of the Training Component of the Program.</b></p>	<p>June 2025</p>	<p>August 2025</p>
<p><b>Procurement and Development of Literacy Materials Component</b> Procure already available cultural</p>	<p><b>Task 3. A. Procurement of already published materials.</b> Review lists of materials as suggested by early literacy authorities and consultants (<a href="https://teachersguide.net/engaging-parents-in-early-literacy-development/">https://teachersguide.net/engaging-parents-in-early-literacy-development/</a>) and develop a list</p>	<p>(10)</p> <p>2</p>	<p><b>Task 3. A. Procurement of already published materials.</b> 1. Inventory of materials purchased on file, e.g. already available literacy materials: book, YouTube video, nursery rhymes</p>	<p>June 1, 2025</p>	<p>August 2025</p>

literacy materials.	of books and early literacy materials to purchase and procure them.				
Procure literacy materials	Procure technological devices, in particular, those that record and play back recorded cultural literacy materials.	5			
Facilitate distribution of books and materials to classrooms, families, and training participants.	Distribute materials. Gather feedback about books and materials distributed.	3	2. Record of distribution: item, recipient, date, estimated number of early learners (aged 0 to 5 years old) to be reached.	Oct. 1, 2025	Dec. 31, 2025
Identify, recruit and engage (some with professional contracts) Tribal Elders as Storytellers, Local Native Artists as Illustrators for cultural books to be created and Language Speakers for Native Language vocabulary.	<b>Task 3 B. Development of Age Appropriate and Cultural Materials</b>  Schedule gatherings for story telling by Tribal Elders.  Capture stories shared by Elders in written and digitalized forms.  Facilitate recording of rhymes and stories on digital devices for use in classrooms.  Facilitate the creation of books with illustrations by Local Native Artists	(35)  5  10  10          10	<b>Task 3. B. Development of Age Appropriate and Cultural Materials</b>  A. Record of Professional Contracts for Work of: 1. Tribal elder Storytellers  2. Digital media story recorder and developer. Products: Minimum of 2 rhymes and 2 stories.  3. Local Native Artists as Illustrators for cultural books- Minimum of 2 books with at least 2 rhymes and 2 stories  4. Language Speakers for Native Language vocabulary. - Vocabulary lists of CTUIR Languages used in rhymes and stories  B. Inventory of developed finished products: book, YouTube video, nursery rhymes.  C. <b>Summary of Procurement and Development</b> of Literacy Materials Component	June 1, 2025	Dec. 31, 2025



	dissemination of project information with varied media including CUJ.		disseminated, and media platform utilized, e.g. varied media including CUJ. <ul style="list-style-type: none"> <li>• Summary of Early Literacy Project</li> <li>• Copy of Report to be disseminated.</li> </ul>		
	Submit Final Report for Review-April 27, 2026. Submit Final Report to MMTF as required on or before May 2026		Receipt from MMTF that report was submitted		
<b>Submit Final Report</b>	Submit Final Report for Review-April 27, 2026. Submit Final Report to MMTF as required on or before March 31, 2026	<b>(5)</b>  <b>5</b>	Receipt from MMTF that report was submitted on or before March 31, 2026.	Feb. 1, 2026	March, 2026

## SCHEDULE B: Project Budget for Consultant

PAYMENT TERMS: *The CONFEDERATED TRIBES shall reimburse the CONSULTANT according to the following terms, which amount is limited to a maximum of \$49,000.*

TASK ORDERS Item/Activity-Evidence of Accomplishment of Tasks		Expected % of Task Completed	Dates	
Pts.	Deliverables/Evidence of task completion	5%	Start	End
(5) 2 3	<b>Task 1. Know the project</b> D. Log of activities, including- written summary of the approved grant proposal as understood by the CONSULTANT and Summary statement about the scope of work to be carried out. E. Records of communication. specify where, with whom and what topics were shared F. Records of dates and agenda of meetings and gatherings, working collaboratively with the CTUIR staff.	\$2, 450	May 2025	May 2025
(15) 5 2.5 2.5 5	<b>Task 2 Facilitate Training Component</b> D. Record of each training Session: 1) Topic- 2) Presenter- 3) Site of Training- 4) Roster of Participants E. Pre and Post Training Feedback from participants. F. Record of how feedback was addressed. <b>G. Summary of the Training Component of the Program.</b>	15%      \$7,350	June 2025	August 2025
(10) 2 5 3	<b>Task 3. Procurement and Development of Literacy Materials Component</b> <b>A. Procurement of Already Published and Available Materials</b> 1. Inventory of materials purchased on file, e.g. already available literacy materials: book, YouTube video, nursery rhymes 2. Record of distribution: item, recipient, date, estimated number of early learners (aged 0 to 5 years old) to be reached.	10%  \$4,900	June 1, 2025  October 2025	August 2025  December 2025
(35) 5 10 10 10	<b>B. Development of Age Appropriate and Cultural Materials</b> A. Record of Professional Contracts for Work of: 1. Tribal elder Storytellers 2. Digital media story recorder and developer. Products: Minimum of 2 rhymes and 2 stories. 3. Local Native Artists as Illustrators for cultural books- Minimum of 2 books with at least 2 rhymes and 2 stories 4. Language Speakers for Native Language vocabulary. - Vocabulary lists of CTUIR Languages used in rhymes and stories D. Inventory of developed finished products: book, YouTube video, nursery rhymes. <b>E. Summary of Procurement and Development of Literacy</b>	35%     \$ 17, 150	June 1, 2025	Dec. 31, 2025

	<b>TASK ORDERS</b> <b>Item/Activity-Evidence of Accomplishment of Tasks</b>	<b>Expected % of Task Comple ted</b>	<b>Dates</b>	
<b>Pts.</b>	<b>Deliverables/Evidence of task completion</b>	<b>5%</b>	<b>Start</b>	<b>End</b>
	<b>Materials Component</b>			
<b>(15)</b> <b>5</b> <b>5</b> <b>5</b>	<b>Task 4. Implementation of Cultural Literacy Activities</b> <b>Component: Practice techniques and methodologies developed from training.</b> A. Record and of the Implementation Component of techniques and methodologies developed from training: <ol style="list-style-type: none"> <li>1. Topic-</li> <li>2. Presenter-</li> <li>3. Site of implementation-</li> <li>4. Roster of Participants</li> </ol> <b>B. Summary of Implementation of Cultural Literacy Activities Component</b>	15%   \$7,350	July 1, 2025	January 30, 2026
<b>(15)</b> <b>5</b> <b>5</b> <b>5</b>	<b>Task 5. Assessment of the Project</b> <b>Assess impact of the project.</b> Record and summary of collected Pre-and Post Program Implementation data of Training Participants. Record and summary of collected Pre-and Post Program Implementation data of early learners' abilities to: <ul style="list-style-type: none"> <li>• Name letters of the alphabet</li> <li>• Recognize numerals 0, 1 to 10</li> <li>• Name colors.</li> <li>• Name shapes.</li> </ul>	15%   \$7,350	August 2025	January 2026
<b>(5)</b>	<b>Task 6. Summary of Early Literacy Project</b> A. Record/copy of information disseminated, and media platform utilized, e.g. varied media including CUJ. <ul style="list-style-type: none"> <li>• Summary of Early Literacy Project</li> <li>• Copy of Report to be disseminated.</li> <li>• Receipt from MMTF that report was submitted on or before March 31, 2026.</li> </ul>	5%   \$2,450	Feb. 1, 2026	March 2026

## **II. PAYMENT PROCEDURES.**

- A. CONSULTANT shall submit invoices for reimbursement of work performed on a monthly basis to:

CTUIR Department of Children and Family Services  
ATTN: Family Engagement Program Manager, Dionne Bronson  
46411 Timine Way  
PENDLETON, OR 97801

- B. Invoices must clearly list appropriate task completed.
- C. Invoices must be complete and accurate to qualify for reimbursement.
- D. The CONFEDERATED TRIBES will reimburse the CONSULTANT for correctly submitted invoices within thirty-five (35) days of receipt.



## SCHEDULE C

### Task Order Form

Task Order #: **XXX**

Master Agreement Cost Center: **267-025**

Task Order Cost Center: **267-025-6100**

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*This is a Task Order issued pursuant to a Early Learning Literacy Consulting Agreement entered into on **May 16, 2025**. All terms and conditions of the Agreement are in full force and effect for this Task Order document.*

### Task Schedule

Task Start Date: **XXX**

Task End Date: **XXX**

### Project Name

**Early Learning Literacy Project**

### Scope of Task Order

1. CONSULTANT to attend meetings with COMPANY **and XXX** as necessary.
2. **CONSULTANT to prepare a draft report and all necessary site or isolate find forms and submit them to COMPANY for review.**
3. **After COMPANY has provided CONSULTANT with comment, CONSULTANT will implement comments into a final report.**
4. **CONSULTANT will submit final report to Family Engagement Program.**

### Task Cost

The rate to perform the necessary work is estimated at **\$XXX**. An itemized cost estimate is attached and by reference made part of this task assignment.

### Consultant Information

Name: **XXX**

Contact: **XXX**

Address: **XXX**

Phone: **XXX**

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### Approval Signatures

**Confederated Tribes of the Umatilla Indian  
Reservation**

**[INSERT COMPANY NAME]**

\_\_\_\_\_  
John D. Tovey, III, Executive Director

\_\_\_\_\_  
**[Insert Name/Title]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE C: Budget**  
**Task Order #: XXX**  
**Task Order Cost Center: XXX**

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**I. PAYMENT TERMS.** COMPANY shall reimburse CONSULTANT for services performed consistent with the following Task Order Budget.

[insert detailed budget]

**TOTAL: \$XXX**

The budget is valid until XXX.

Budget is based upon a 10-hour work day.

## SCHEDULE D: Federal Certifications

**52.204-3 Taxpayer Identification.** As prescribed in 4.905, insert the following provision:

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

( ) TIN: \_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other \_\_\_\_\_.

(f) *Common parent.*

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

## **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.**

As prescribed in 3.808, insert the following provision:

### **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

I certify that the CONSULTANT is currently and will remain in compliance with the above provision, § 52.203-11.

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Print name

## **52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**

As prescribed in 9.409(a), insert the following provision:

### **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
    - (A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have o have not o, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

I certify that the CONSULTANT is currently and will remain in compliance with the above provision, § 52.209-5.

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Print Name

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Signature

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Date

## 52.223-6 Drug-Free Workplace.

As prescribed in 23.505, insert the following clause:

### Drug-Free Workplace (May 2001)

(a) *Definitions.* As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the CONSULTANT in connection with a specific contract where employees of the CONSULTANT are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a CONSULTANT directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other CONSULTANT employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/CONSULTANT that has no more than one employee including the offeror/CONSULTANT.

(b) The CONSULTANT, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The CONSULTANT's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs;  
and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The CONSULTANT, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the CONSULTANT's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the CONSULTANT subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

I certify that the CONSULTANT is currently and will remain in compliance with the above provision, § 52.223-6.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **52.222-21 Prohibition of Segregated Facilities.**

As prescribed in 22.810(a)(1), insert the following clause:

### **Prohibition of Segregated Facilities (Feb 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The CONSULTANT agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONSULTANT agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The CONSULTANT shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

I certify that the CONSULTANT is currently and will remain in compliance with the above provision, § 52.222-21.

Print name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PRINTING (6-2)****(OCT 93)(BPI 6.8.3.1)**

The CONSULTANT shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8-1/2 by 11 inches, one side only, one color.

(a) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, silk screening, or the end items produced by such processes.

(b) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the CONSULTANT shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on BPA's behalf production, purchase, and dissemination of printed matter.

(c) Printing services not obtained in compliance with this guidance may result in the cost of such printing being disallowed.

(d) The CONSULTANT shall include in each subcontract hereunder a provision substantially the same as this clause including this paragraph (d).

I certify that the CONSULTANT is currently and will remain in compliance with the above provision;

Print name\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

## 52.219-1 Small Business Program Representations.

As prescribed in 19.307(a)(1), insert the following provision:

### Small Business Program Representations (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118 *insert NAICS code*].

(2) The small business size standard is                      *insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

*[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:                     .]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☒ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

## **52.225 - 13 - Restrictions on Certain Foreign Purchases.**

As prescribed in 25.1103(a), insert the following clause:

### **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the CONSULTANT shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac> More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The CONSULTANT shall insert this clause, including this paragraph (c), in all subcontracts.