VENDED FOOD AND RELATED ITEMS AGREEMENT

This Agreement ("Agreement") is entered into by and between United Community Action Network (Sponsor), and US Foods, Inc. (Vendor).

This Agreement sets forth the terms and conditions upon which the Sponsor retains the Vendor to provide food and related items for the Sponsor's nonprofit food service program. Furthermore, this Agreement sets for the terms and conditions upon which the Sponsor will purchase food and related items from the Vendor and the Vendor will provide such items for the Sponsor's nonprofit food service program. The Sponsor and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are:

7 CFR 226 Child and Adult Care Food Program

This Agreement is made with reference to the following:

Whereas, The Sponsor desires the Vendor to provide food and related items; and
Whereas, The Vendor is willing to provide such services to the Sponsor;
Therefore, Both parties hereto agree as follows:

AGREEMENT: Now, therefore, in consideration of the foregoing references, which are hereby incorporated and made a part of this Agreement, and in further consideration as set forth below, the Sponsor and Vendor hereby agree as follows:

Food and related items will be provided to the Sponsor at the following address: 284 NE Kenneth Ford Drive, Roseburg, Oregon at or before the time Sponsor requests delivery.

Sponsor Contact Information		**Vendor Contract Information**	
Contact Person First & Last Name	Phone Number:	Contact Person First & Last Name	Phone Number:
Email Address	Fax Number	Email Address	Fax Number
Mailing Address:		Mailing Address:	

A. **Agreement Period**

The initial agreement period shall be effective on the date signed by the last party and will terminate on June 30, 2027, unless terminated earlier under the provisions of this Contract. There will be an option to renew the Agreement for up to four (4) additional one (1) year periods by mutual agreement of the Sponsor and Vendor. Renewal shall be based on Sponsor satisfaction with products, service, and price.

B. **Pricing:**

Vendor shall offer food and related items at X% of the market price.

C. **The Vendor Agrees to:**

1. Have a Vendor's representative deliver all food and related items. Delivery trucks must be clean, the refrigerated sections must be kept at 41 degrees Fahrenheit or below, the freezer section must be kept below 0 degrees Fahrenheit, and deliveries must be made in a timely manner.

2. Perform all travel to and from the job site.

3. Provide all labor, food, additional items and equipment to deliver food as requested.

4. Provide a detailed invoice to Sponsor for food and related items on a weekly basis, with itemized pricing submitted with each delivery, one copy to be signed as the receipt. Sponsor shall submit invoices no later than 2 days after provision of food and related items.

5. Maintain full and accurate records that document:
    a. The type and amount of food and related items provided to Sponsor,
    b. The date such items were provided to Sponsor,
    c. All cost records such as invoices, receipts and/or other documentation that records the purchase of such items.
    d. At program completion, submit a summary of the total quantity of food and related items provided. This summary shall include package sizes, product name, and total amount of each product.

6. Allow the Sponsor to increase or decrease the number of food and related items, as needed, when the request is made within 1 day of the scheduled delivery time.

7. Pay the Sponsor the full amount of any food and related items over claims which are attributable to the Vendor's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining food and related items from another source.

8. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.

9. Be paid by the Sponsor for all food and related items provided to the Sponsor in accordance with this Agreement.

10. To hold neither the Oregon Department of Education (ODE) nor USDA liable for payment of differences between the number of food and related items provided by Vendor to the Sponsor and the number of food and related items served by the Sponsor that are not eligible for reimbursement.

11. Provide access, with or without notice, to all of the Vendor's books and records for purposes of inspection and audit to Sponsor, CNFP Coordinator, ODE, USDA and US General Accounting Office.

12. Ensure that all food products will meet the nutritional requirements of Public Law 111-296 and the Healthy Hunger-Free Kids Act of 2010.

13. Regarding all products:

    a. Provide an allowance for full credit to Sponsor for products failing to meet Sponsor, USDA and applicable Child Nutrition Program standards.
    b. Provide an allowance for Sponsor to return damaged or spoiled items, with Vendor providing credit for such items and missing items no more than one week later.
    c. Ensure that the quantity or packaging remains the same as stated in the original RFP unless Sponsor notifies the Vendor when the item is being ordered.
    d. Notify Sponsor, if portion size or ingredients change, of new recipe/product information necessary to credit the item within CACFP guidelines.

D. **The Sponsor Agrees to:**

1. Notify the Vendor of necessary increases/decreases in the amount of food and related items ordered within 1 day of the scheduled time. Errors in orders shall be the responsibility of the Sponsor.

2. Ensure that a Sponsor representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested food and related items. This individual will verify the temperature, quality, and quantity of food delivered to the Sponsor. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and food requirements, and with local health and safety codes.

3. Provide the Vendor with information on how to access or a copy of the federal USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of Child Nutrition Programs. The Sponsor will, within 24 hours of receipt from ODE, advise the Vendor of any changes in the food service requirements.

4. Pay the Vendor 30 days after receipt of the monthly itemized invoice, except if an issue is identified by Sponsor. If an issue is identified, notify the Vendor within 48 hours of receipt of any discrepancy in the invoice and work together with the Vendor to address the issue so that Sponsor can make payment.

5. Retain control of the quality, extent, and general nature of the food service operation.

6. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the Sponsor.

E. **Default:**

Either Party to this Agreement shall be in default under this Agreement if, after 15 days' written notice specifying the nature of a default, the Party fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

F. **Remedies:**

1. Sponsor Remedies. In the event Vendor is in default, Sponsor may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement, (b) reducing or withholding payment for deficient Work or Work that Vendor has failed to complete, (c) requiring Vendor to complete, at Vendor's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or

proceeding for damages, specific performance, or declaratory or injunctive relief.

2. Vendor Remedies. In the event Sponsor is in default of this Agreement, Vendor may (a) terminate this Agreement, and (b) obtain a monetary remedy of reimbursement of expenses for Work completed and accepted by Sponsor, less any claims Sponsor has against Vendor. In no event will Sponsor be liable to Vendor for any expenses related to termination of this Agreement or for anticipated profits.

G. **Termination**

1. Mutual Agreement: The Parties to this Agreement may mutually terminate this Agreement at any time.
2. By Sponsor:
   a. Sponsor may terminate this Agreement prior to the expiration of the term, without cause and without penalty, upon 30 days' written notice to Vendor.
   b. Sponsor may terminate this Agreement 15 days after Vendor's default, if the default remains uncured.
   c. Sponsor may terminate this Agreement immediately if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if the Vendor loses its license or other ability to provide required products, or if the Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the Child Nutrition Programs.)
3. By Vendor: Vendor may terminate this Agreement 15 days after Sponsor's default, if the default remains uncured.

H. **Independent Contractor:**

Vendor acknowledges that it is an independent contractor and not an agent, partner, joint venture or employee of Sponsor. Vendor has no authority to bind or otherwise obligate Sponsor in any manner, nor shall Vendor represent to anyone that it has the right to do so. Vendor shall pay and be solely responsible for all withholdings, including, but not limited to social security, state unemployment, state and federal income taxes and any other obligation.

I. **Debarred, Suspended, Proposed Debarment, Ineligible, Excluded:**

Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or https://www.epls.gov/ agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check https://www.epls.gov/, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, Attachment B, must be signed by an authorized person and attached to this Agreement and is required for contracts of $25,000 or more.

J. **Permits, Licenses and Approvals:**

Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of ODE and state and local boards of education, as applicable, when providing services under this Agreement.

K. **Equal Employment Opportunity:**

Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O.11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

L. **Labor and Civil Rights Laws**

1. Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

2. Both Sponsor and Vendor must follow USDA's nondiscrimination policies, including incorporating the following nondiscrimination statement on all program materials published, electronically and in print, for public information through brochures, bulletins, leaflets, letters, newspapers, and websites. Federal regulations allow use of a shorter nondiscrimination statement on program materials less than one (1) page in length. The short statement must be in the same size print as the text of the documents.

   Full Version:

   In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

   Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

   To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;
(2) fax: (202) 690-7442; or
(3) email: program.intake@usda.gov.
This institution is an equal opportunity provider.

M. **Clean Air Act and Energy Policy and Conservation Act:**

Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the Sponsor and to the relevant federal or state agency as appropriate.

N. **Indemnify and Hold Harmless:**

Vendor shall indemnify, defend, and hold harmless the Sponsor, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor agrees to notify the Sponsor by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

O. **Force Majeure:**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

P. **Waiver:**

No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

Q **Taxes:**

The Sponsor has tax-exempt status.

R. **Buy American:**

To the extent applicable, Vendor will comply with the Buy American requirement, which dictates that Sponsor's participating in the federal school programs are required to purchase domestic commodities and products to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).

S. **Food Laws:**

Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. Sponsor may inspect Vendor's facilities and vehicles.

T. **Food Recall:**

Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the Sponsor and assurance that unsafe products are identified and removed from Sponsor sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

U. **Lobbying Certification:**

If the contract exceeds $100,000.00, the Vendor must sign the Lobbying Certification, Attachment C, which is attached and incorporated herein. If applicable, the Vendor must also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment C), or will complete and submit as required in accordance with its instructions included in Attachment C.

V. **Independent Price Determination Certification:**

The Vendor must sign the Independent Price Determination Certificate, Attachment A, which is attached and incorporated by reference.

W. **Compliance with Laws:**

The Vendor shall comply with all other pertinent state and federal laws.

X. **Records:**

The Vendor and Sponsor shall retain all required records for a period of three (3) years after Sponsor makes final payment and all other pending matters are closed, including any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, the Parties shall make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the Sponsor, ODE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. The Vendor shall surrender to the Sponsor, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.

Y. **Insurance**:

1. Vendor shall maintain at its own expense the insurance specified below prior to performing work together under this Agreement, and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Vendor shall maintain the following insurance from insurance companies or entities acceptable to Sponsor and authorized to transact the business of insurance and issue coverage in Oregon. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Vendor shall pay for all deductibles, self-insured retention and self-insurance, if any.

   a. Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to Sponsor. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Annual aggregate limit may not be less than $3,000,000.

b. Automobile liability insurance covering Vendor's business use in a form and with coverage that are satisfactory to UCAN. This insurance shall include coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability).

c. Vendor shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

2. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

3. All liability insurance, except for workers' compensation, required under this Agreement shall include an additional insured endorsement specifying Sponsor, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Vendor's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

4. Vendor waives rights of subrogation which they or any insurer of them may acquire against Sponsor by virtue of the payment of any loss. Vendor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Sponsor has received a waiver of subrogation endorsement.

5. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Sponsor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following termination of the Agreement.

6. Vendor shall provide to Sponsor Certificate(s) of Insurance for all required insurance before performing any activities required under this Agreement. The Certificate(s) shall list the Sponsor, its officers, employees and agents as Certificate holders and as endorsed Additional Insureds. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificates of Insurance shall include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Sponsor has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

7. Vendor or its insurer shall provide at least 30 days' written notice to Sponsor before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Z. **Amendments and Waivers:**
Any term of this Agreement may be amended or waived only with the written and signed consent of the parties.

AA. **Sole Agreement:**

This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

BB. **Notices:**

Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

CC. **Severability:**

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.

THE INDIVIDUALS SIGNING THIS AGREEMENT CERTIFY THAT THEY HAVE REVIEWED THE AGREEMENT, UNDERSTAND ITS TERMS, AGREE TO BE BOUND BY THE TERMS, AND ARE AUTHORIZED BY THEIR PARTIES TO ENTER INTO THE AGREEMENT.

UCAN

____

Signature Date

____

Printed Name Title

Vendor

____

Signature Date

____

Printed Name Title

ATTACHMENT A: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the Sponsor and the Vendor shall execute this Independent Price Determination Certificate.

____
Name of Sponsor

____
Name of Vendor

A. By submission of this offer, the Vendor certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

   1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor.

   2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor for the purpose of restricting competition.

   3. No attempt has been made or will be made by the Vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Vendor certifies that:

   1. He or she is the person in the Vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or

   2. He or she is not the person in other Vendor organizations responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

____

Signature of Vendor Authorized Representative	Title	Date

In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action that may have jeopardized the independence of the offer referred above.

____

Signature of Sponsor	Title	Date

Authorized Representative

ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –

Lower-Tier Transaction

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of their 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.

______________________________	Awarding of Child Nutrition Program Food Agreement
Vendor Name	PR/Award Number or Project Name

____

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

______________________________	______________________________
Signatures	Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 whom 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 “transaction”, “debarred”, “suspended”, “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, w*ithout 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 principals. 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.

ATTACHMENT C: LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, 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 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 the undersigned shall complete and submit Standard Form LLL, *Disclosure of Lobbying Activities*, 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 subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

____
Name/Address of Organization

____
Name/Title of Submitting Official

____________________________ ____________________
Signature Date

ATTACHMENT C: DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352
(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. **Type of Federal Action**	2. **Status of Federal Action**	3. **Report Type**
☐ A. Contract ☐ B. Grant ☐ C. Cooperative Agreement ☐ D. Loan ☐ E. Loan Guarantee ☐ F. Loan Insurance	☐ A. Bid/Offer/Application ☐ B. Initial Award ☐ C. Post Award	☐ A. Initial Filing ☐ B. Material Change **For Material Change Only:** Year: ________ Quarter: _______ Date of Last Report: ___________

4. **Name and Address of Reporting Entity:** ☐Prime ☐Subawardee Tier, if known ________ Congressional District, if known: _________	5. **If Reporting Entity in No. 4 is Subawardee, 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:** *(if individual, last name, first name, MI)*	10. b. **Individual Performing Services:** *(including address if different from No. 10 a) (Last name, first name, MI)*
11. **Amount of Payment:** *(check all that apply)* **$**___________________________________ Actual ☐ Planned ☐ 12. **Form of Payment:** *(check all that apply)* ☐ A. Cash Nature____________ ☐ B. In-kind (specify) Value_____________	13. **Type of Payment**: *(check all that apply)* ☐ A. Retainer ☐ B. One-Time Fee ☐ C. Commission ☐ D. Contingency Fee ☐ E. Deferred ☐ F. Other: *(specify)* __________________

14. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11.
(Attach Continuation Sheets if necessary)

15. **Continuation Sheets Attached:** Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The 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. The 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 no less than $10,000 and no more than $100,000 for each such failure.	**Signature:** ________________________________ **Print Name:** ______________________________ **Title:** ___________________________________ **Telephone Number:** _________________________ **Date:** ___________________________________

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change in 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 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks *Subawardee*, 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 know. For example: Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item1). 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.

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 enclosed.

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.