

April 23, 2024

**INVITATION FOR BID FOR GROCERY ITEMS
2024-2025 YEAR**

Papillion La Vista Community Schools requests bid pricing for grocery items for the period from August 1, 2024 to May 30, 2025. Please note that quantities listed are annual usage. These are best estimates, taking into consideration the supply chain disruptions that may occur during the upcoming school year, and are not intended to be a minimum or a maximum usage.

You are requested to familiarize yourself with the bid conditions particularly as they relate to deliveries. Please note that the grocery bid will be awarded to up to the top three winning vendors as outlined in the bid conditions.

All deliveries of groceries are to be F.O.B. to our District locations as listed under item 4 of the grocery bid conditions. Deliveries are to be coordinated through the office of Food Service. If a minimum order is required to honor bid or any other special conditions affect your bid, this information must be submitted with the bid. Refer to Section 3 of the Grocery Bid Conditions for Prices.

Mail sealed bid marked 'Grocery Bid' to Julie Denker, Director of Food Service, Papillion La Vista Community Schools, 420 S. Washington Street, Papillion, NE, 68046 on or before Wednesday, May 29, 2024 at 2:00 p.m. at which time a bid opening will be held in the Administrative Office Conference Room. Email the completed Excel Grocery Bid Price Workbook to julie.denker@plcschools.org immediately after the bid opening on Wednesday, May 29, 2024 at 2:00 p.m. Vendors will be notified of bid results within three weeks of the bid opening.

Should you have any questions, please call Julie Denker, Director of Food Service, phone 402-537-6250.

On behalf of the Papillion La Vista Community Schools, I thank you for your consideration of this bid invitation.

Sincerely,

Julie Denker

Julie Denker
Director of Food Service



**PAPILLION LA VISTA COMMUNITY SCHOOLS
FOOD SERVICE
GROCERY BID CONDITIONS**

1. BID PERIOD

The bid will cover the period of August 1, 2024 to May 30, 2025.

2. BID AWARD

Bids are awarded on an item by item basis, based on price. The entire grocery bid will be awarded to up to the top three vendors. These vendors will be determined based on the top dollar value winners after the initial bid analysis. Remaining bid items will then be distributed among these top vendors, based on which vendor is low bidder on each remaining item. In the event of that two or more vendors submit the same price for an item, the award for that item will be given to the vendor who has been awarded the largest total dollar amount for all bid items (excluding that item) in the initial bid analysis. Throughout the school year, the district will purchase small usage non-bid items from the top winning vendor in the final bid analysis if available.

3. PRICES

The school district recognizes the unusual market conditions that currently exist. It is important that vendors clearly outline all vendor imposed bid conditions that differ from what is specified below with respect to pricing at the time of submission of bids. Use the Comments column to specify conditions if they apply to a specific item(s). Submit a separate page for bid conditions that apply to the entire bid submission.

Vendors should make every effort to hold prices firm for the entire bid period. Price increases during the bid period will only be allowed with thirty (30) days written notice and will be limited to circumstances for which the vendor can provide written documentation from the supplier or manufacturer at the time of the written notification. In no event will a price increase be approved less than 90 days after beginning of the bid period which is August 1, 2024. The District at its sole discretion reserves the right to purchase those items from another vendor following notification of a price increase. Individual items submitted on the bid with limited price guarantees may be disqualified from consideration for award.

Commodity Rebates. The District will be participating in the Commodity Rebate program and has directed the Nebraska Department of Health and Human Services Food Distribution Program to set aside raw commodity pounds of product for manufacturers for rebates for select entrée items. **These items are indicated in bold on the Excel Grocery Bid Price Workbook.** We cannot accept alternates for these items. Vendor invoices and/or velocity reports will be required for the district to obtain these rebates.

4. DELIVERY LOCATIONS

Prices must include delivery to the following locations at the following times:
Please note, locations are listed in preferred order of delivery.

LOCATIONS

TIME

La Vista Middle School
7910 Edgewood Blvd
La Vista, NE 68128

Between 6:30 A.M. – 9:00 A.M.

Papillion – La Vista South High
10799 Highway 370
Papillion, NE 68046

Between 6:30 A.M. – 9:00 A.M.

Liberty Middle School
10820 Witmuss Drive
Papillion, NE 68046

Between 6:30 A.M. – 9:00 A.M.

Papillion Middle School
423 South Washington Street
Papillion, NE 68046

Between 6:30 A.M. - 11:00 A.M

Papillion - La Vista Senior High
402 Centennial Road
Papillion, NE 68046

Between 6:30 A.M. and 11:00 A.M.

Papillion – La Vista Distribution
8130 Giles Road
La Vista, NE 68128

Between 7:00 A.M. – 12:00 P.M.
or 1:00 P.M. – 2:00 P.M.

5. DELIVERY SCHEDULE

The notice of bid awards and first order for this bid will be placed by the week of June 17, 2024, with the first delivery scheduled for the week of August 5, 2024. Thereafter, orders will be placed monthly with the exception of yogurt which will be ordered weekly. Weekly deliveries to each school location are required. Minor additions to food orders will be placed weekly (by Friday) for the next scheduled delivery.

6. DELIVERY DAY

Vendors are asked to submit delivery day preferences (days of week) with their bid on the signature page. Every effort will be made by the School District to honor these preferences, but the district cannot guarantee that every vendor will be awarded their first choice of delivery day.

7. CANCELLATION OF SCHOOL

No deliveries will be taken when school is cancelled due to snow or other reasons. Vendors will be contacted about re-scheduling the delivery on another day. Adjustments to orders may be necessary if school is cancelled for multiple consecutive days. The school district will accept deliveries on late start days.

8. DELIVERY CONDITION OF FOOD

All deliveries must be separated by site on pallets and ready to drop. District employees cannot be responsible for assisting driver with separating pallets containing items intended for various locations. Vendors agree to comply with all local and state standards of sanitation in their operations. All items are to be delivered in clean, pest-free vehicles. All frozen, chilled, and dry goods are to be stored and delivered at the appropriate temperature. The district reserves the right to refuse items which are dented, leaking, show evidence of temperature abuse or are damaged in any way. The district will be inspecting delivery trucks and products on delivery as outlined in the district HACCP plan. Vendor agrees to cooperate with such inspections and make necessary corrections because of them.

9. SUBSTITUTIONS ON DELIVERY

The School District will not accept product substitutions on delivery after the bid has been awarded unless the substitutions have received prior approval from the School District. Unauthorized substitutions may be grounds for termination of the contract and may jeopardize any future business with the School District.

10. SHORTAGES

Repeated instances of delivery shortages on the part of the vendor may be grounds for termination of the contract and may jeopardize any future business with the School District.

11. INVOICES

An invoice must be furnished with each delivery, listing product name, item number, quantity delivered, unit price, total price by item and invoice total. The invoice must be signed by a designated employee of Papillion La Vista Community Schools.

12. PRICING ERRORS

It is the responsibility of the vendor to make sure that invoice pricing is consistent with bid pricing. The School District reserves the right to pay invoices with pricing errors short in accordance with bid pricing or to hold invoices for payment until a written credit memo is received. All credit memos should be emailed to grace.tingstad@plcschools.org or mailed to the attention of the Director of Food Service, Papillion La Vista Community Schools, 420 South Washington, Papillion, NE 68046. Sending credit memos directly to schools will delay payment of invoices to which they relate.

13. PAYMENT

Payment is made from invoices for items received by the 25th of a calendar month following approval from the Papillion La Vista Community Schools Board of Education which is usually by the 15th of the following month.

14. COMPLETION OF THE EXCEL GROCERY BID PRICE WORKBOOK

Vendors are asked to read the **Instructions for Completion of the Excel Grocery Bid Price Workbook** carefully for specific instructions before completing the workbook. Submission of alternate spreadsheets or price lists in lieu of a properly completed bid document may be considered cause for disqualification of a bid.

The Excel workbook will be emailed to the vendor's representative. It is the responsibility of the vendor to ensure that the School District has the correct vendor email contact information.

15. BIDDING EQUAL OR ALTERNATE BRANDS

A specific brand and item number has been specified for many items in the bid invitation. Vendors who propose to bid an alternate brand must submit a sample for approval a minimum of two weeks prior to the bid opening. Contact Julie Denker at julie.denker@plcschools.org to arrange for delivery of samples. Vendors are wholly responsible for ensuring that samples arrive in a timely manner, at the proper temperature, and are clearly labelled with brand name, item number, and the exact item for which it is a proposed alternate. The package must contain complete cooking instructions and nutritional information. The School District reserves the right to accept or reject the alternate.

16. BID SUBSTITUTIONS FOR GRADE

No substitute will be allowed for stated grades on the bid without prior approval from the Director of Food Service.

17. DOCUMENTATION

Supporting documentation may be requested for bid items. Acceptable documentation is the CN label or a statement from the manufacturer stating the number of Meat/Meat Alternates and Grain Equivalents that the item contains per portion.

18. NUTRITIONAL INFORMATION

Vendors may be asked to submit manufacturer's nutritional information for winning bid items. This will be coordinated with the Director of Food Service. Examples of the types of information needed include calories, protein, total fat, saturated fat, carbohydrates, whole grain content, cholesterol, calcium, iron, sodium, Vitamin C, Vitamin A, and Trans Fat content.

19. TRANS FAT CONTENT

Vendors are asked to bid items that contain zero trans-fat as required by U.S.D.A. regulations, except for trans fats naturally occurring in foods such as beef and dairy products.

20. SAMPLES

The Director of Food Service reserves the right to call for samples of bid items to ascertain whether a given product is acceptable. All such samples should be submitted to the Director of Food Service at the specific time and place agreed to with the vendor. All samples must be clearly marked with vendor name, brand and item number.

21. FUEL SURCHARGE ALLOWANCES

All fuel surcharge proposals must be submitted by vendors with their bid. Proposals must outline specific rates and detail how they will be charged. Fuel surcharges not submitted and approved at the time of the bid will not be paid by the district.

GENERAL BID CONDITIONS

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope, with the bid name, date, and time of opening noted on the lower left-hand corner of the envelope. Bids that arrive late will not be accepted. It is the vendor's responsibility to ensure that bids are received prior to the bid opening.

TAX EXEMPT STATUS

The Papillion La Vista School District is a tax-exempt organization (05-0601969). Vendors are not to include any local or state sales taxes in their bid prices.

FEDERAL EXCISE TAX

Papillion La Vista Community Schools, a governmental subdivision, is exempt from the payment of Federal excise tax. Bidders should exclude excise tax on all taxable items in their bid submissions. A Federal Excise Tax Certificate will be furnished for all taxable items. Please indicate on your bid the items requiring the exemption certificate.

BUY AMERICAN PROVISION-COMPLETION OF DOCUMENTS REQUIRED FOR NON-DOMESTIC ITEMS BID

Vendors are required to bid foods of domestic origin to the maximum extent possible. To qualify, a food item must be grown in the United States or, in the case of a processed food item, over 51% of the final processed product must consist of agricultural commodities that were grown domestically. **See attached Buy American Bid Process and Required Documentation.**

Vendors must complete the Verification Form to Support USDA Buy American Requirements to obtain an exception for every non-domestic item that they bid.

Food service equipment, paper products and packaging are excluded from this provision.

DEBARMENT CERTIFICATION-COMPLETION OF DOCUMENT REQUIRED

Vendors must submit a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions form with their bid. Refer to attached form and instructions.

CERTIFICATION REGARDING LOBBYING-COMPLETION OF DOCUMENT REQUIRED

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Refer to the form included.

EQUAL OPPORTUNITY

Papillion La Vista Community Schools is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants and does not discriminate against any employee or applicant for employment, and/or any contractor or subcontractor by reason of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, disability, or other protected status. Vendor agrees, by signing this Proposal, to actively continue and implement this policy throughout any awarded project or contract.

CIVIL RIGHTS

The successful bidder agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the grounds of race, color, or national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Papillion La Vista Community Schools receives federal financial assistance from the department; and hereby gives assurance that the successful bidder will take any measures necessary to effectuate this agreement. The successful bidder further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

As required by 2 C.F.R. 200.321, it is the intent of Papillion La Vista Community Schools to provide the maximum practical opportunities in its solicitations to small businesses, minority firms, women's enterprises, and labor surplus area firms.

LAWS AND REGULATIONS

The selected Vendor and all employees, agents or independent contractors shall be at all times be fully licensed and authorized under all state and federal law to provide the contracted products/services and shall all at all times comply with rules and regulations when providing contracted products/services. The selected Vendor shall also comply with all Papillion La Vista Community Schools policies, rules, regulations, practices, directives, and procedures applicable to any of the contracted products/services.

EXCLUSION OF PERSONS WITH CRIMINAL RECORDS

Papillion La Vista Community Schools requires that firms agree to not assign any individual or agent to any work on an awarded project, requiring work on a PLCS school site, with a criminal record of a serious nature as defined by PLCS policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness.

The Vendor shall certify that it shall not assign any individual or agent to work on any PLCS property with a criminal record of a serious nature as defined by PLCS policy, regulations, practices, or directives. Vendor authorizes and gives consent and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by the Vendor in the performance of the contract. Vendor authorizes and gives consent and agrees to cooperate in obtaining any additional background check authorization or consent necessary to assure compliance with this requirement.

ASSURANCE OF NON-COLLUSION

The bidder's submission of its bid response is the bidder's representation and guarantee to the Papillion La Vista School District that the prices quoted have been arrived at without collusion with any other eligible bidders and without an attempt to preclude Papillion La Vista School District from obtaining the lowest possible competitive price, influencing the prices quoted by any other eligible bidder or discouraging other potential bidders from bidding.

ASSIGNMENT OF CONTRACT

Successful bidder shall not assign the contract to another vendor without prior consent of the School District.

SUBCONTRACTING

If the vendor intends to subcontract any part of the contract or services, it is the vendor's responsibility to supervise the subcontractor's performance and to ensure that the subcontractor meets all bid requirements. Failure to do so may result in termination of the bid.

FAILURE TO PERFORM


In the event the successful bidder fails to perform in good faith or in accordance with the terms and conditions of this bid, the bid shall be terminated, and the School District may award the bid to another vendor.

OWNER'S RIGHTS

The School District reserves the right to accept or reject any or all bids and any part thereof and to waive all technicalities. Awards will be made in the best interest of the District.

INSTRUCTIONS FOR COMPLETION OF THE EXCEL GROCERY BID PRICE WORKBOOK

GENERAL INSTRUCTIONS-Complete the document as an Excel workbook. DO NOT DEVELOP YOUR OWN EXCEL SPREADSHEETS OR ALTER THE SPREADSHEETS. SOME AREAS OF THE SPREADSHEET ARE LOCKED TO PREVENT THE USER FROM ALTERING THEM. PLEASE MAKE YOUR ENTRIES IN UNLOCKED CELLS AS DIRECTED IN THE INSTRUCTIONS BELOW.

1. Areas for vendor entries are indicated with column headings in **GREEN**. All other areas of the workbook are locked.
2. **BRAND COLUMN**
 - a. If a specific brand is specified by the school district and you are bidding that brand, no entries need to be made in this column.
 - b. If no brand is specified by the school district, the vendor must indicate the brand of the item being bid in the **BRAND** column on the bid sheet.
 - c. If a specific brand is specified by the school district and you are proposing an alternate brand, you must **INDICATE THE ALTERNATE BRAND IN THE BRAND COLUMN**. See Grocery Bid Condition #15 regarding the submission of samples.
3. **BID UNIT COLUMN**
 - a. If the bid unit is the same as specified by the school district, no entries need to be made in this column.
 - b. If you are bidding a different bid unit than specified by the school district, you must **INDICATE THE ALTERNATE BID UNIT IN THE BID UNIT COLUMN**.
4. **BID PRICE COLUMN**-Please submit a bid price for the bid unit specified. For example, if 6/#10 is the bid unit, submit a price for **ONE** case of 6/#10 cans. **Please enter your prices in the cells that are outlined and highlighted in green.** 
5. **COMMENTS COLUMN**-Please indicate any variations from the requested specifications in this column or any other relevant comments.
6. **SUBMISSION OF THE BID DOCUMENT**-Vendors must mail the following documents to: Julie Denker, Director of Food Service, Papillion La Vista Community Schools, 420 S. Washington Street, Papillion, NE, 68046 on or before Wednesday, May 29, 2024, at 2:00 p.m.:
 - a. Paper copy of the completed Excel Grocery Bid Price Workbook
 - b. Invitation to Bid Signature Page
 - c. Verification Forms to Support USDA Buy American Requirements
 - d. Debarment Certification
 - e. Certification Regarding Lobbying

The Excel Grocery Bid Price Workbook must be emailed to julie.denker@plcschools.org immediately after the bid due date and time.

NOTE: It is the vendor's responsibility to ensure that bid pricing and other information is consistent between the paper copy of the Grocery Bid Price Workbook and the workbook that is emailed. In the event of a discrepancy, the district will use the emailed Excel workbook prices in bid analysis and award of bid items.

**Papillion La Vista Community Schools
INVITATION TO BID SIGNATURE PAGE**

Date Issued: **APRIL 23, 2024**

Title of Bid: **GROCERY**

Time and Date Due: **2:00 p.m. on May 29, 2024**

Mail Bid Packet containing: *Paper Copy of Excel Grocery Bid Price Workbook, Invitation to Bid Signature Page, Verification Forms to Support USDA Buy American Requirements, Debarment Certification, and Certification Regarding Lobbying to:*

Julie Denker
Director of Food Service
Papillion La Vista Community Schools
420 S. Washington St
Papillion, NE 68046

E-Mail *Excel Grocery Bid Price Workbook* immediately after due date and time to:

julie.denker@plcschools.org

Refer to the enclosed bid conditions. Quantities listed are best estimates, taking into consideration the supply chain disruptions that have occurred during the current school year, and are not intended to be a minimum or a maximum usage. Actual orders will vary according to student acceptance of menu items and the availability of government commodity products. In those instances where ‘limited’ is stated under quantity, estimated usage is less than 10 cases.

Submitted By:

Company Name

Address

Printed Name

Signature

Phone Number

E-mail address

Preferred Delivery Days (please circle a minimum of two days) and indicate first preference.

Monday

Tuesday

Wednesday

Thursday

Friday

Buy American Bid Process and Required Documentation

The Buy American provision (7 CFR Part 210.21 (d)) of the National School Lunch Act.

All vendors will be required to follow the procedure outlined herein to ensure that only foods that contain 51%, or greater, U.S. agricultural products are provided for use in meals served by Papillion La Vista Community Schools.

A Domestic Commodity or Product is:

- An agricultural commodity that is produced in the United States or its territories.
- A food product that is processed in the United States using substantial agricultural commodities in which over 51% of the final processed product consists of agricultural commodities that were grown domestically. (United States territories where agriculture products are allowed to be grown include: Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands.)

PRIOR TO BID AWARDS

1. Bidders must submit a request to bid a non-domestic product prior to submitting the bid by completing the appropriate section of the *Verification Form to Support USDA Buy American Requirements*. The request along with appropriate documentation must be submitted and approved by Sue Sucha, Director of Food Service, prior to the bid due date. The following are the primary reasons why an exception may be requested:
 - a. The product is not produced or manufactured in the U.S in sufficient reasonable and available quantities of a satisfactory quality, or
 - b. Competitive proposals reveal the cost of a U.S. product is significantly higher than the cost of a non-domestic product.
2. Prior to approving an exception Papillion La Vista Community Schools must consider whether there are other domestic sources for the product; if there is a domestic product that could be easily substituted; and whether bids for the product are being solicited at the best time of year.
3. Failure to request an exception prior to the bid due date may disqualify the product bid.

POST BID AWARD

1. Successful vendors are expected to provide domestic products for all items except for those for which they were awarded an exception throughout the bid period.
2. Vendors may request that Papillion La Vista Community Schools grant an exception to allow substitution of a non-domestic product during the bid period if documentation related to reason a. or b. above is provided.
3. All documentation related to seeking an exception must be submitted and approved by Papillion La Vista Community Schools PRIOR to shipment of any product to school sites.
4. Any non-domestic product delivered to a site without the prior written approval from Papillion La Vista Community Schools shall be rejected at the vendor/distributor's expense.
5. Local School Food Service Managers will conduct periodic reviews of all storage facilities, freezers, refrigerators, dry storage, and warehouses, including during the monthly inventory process and routine visits by District Food Service administrators, to monitor compliance with the Buy American requirement.

*Only products receiving a prior exception should be found in storage facilities, freezers, refrigerators, dry storage, and warehouses.

Verification Form to Support USDA Buy American Requirements

_____ is requesting an exception to the Buy American requirement

Vendor/Distributor/Company Name

for the following product _____ because:

List complete product name including brand

Check one

- a. ____ The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- b. ____ Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

SATISFACTORY DOCUMENTATION FROM THE MANUFACTURER MUST BE ATTACHED.

Printed Name

Signature

Position

Date

*Return to: Julie Denker, Director of Food Service, Papillion La Vista Community Schools
420 South Washington St, Papillion, NE 68046*

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion – Lower Tier Covered Transactions**

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS
ON THE FOLLOWING PAGE)**

- (1) The prospective lower tier participation certifies, by submission of this proposal, that neither it nor its principals is 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 each attach an explanation to this proposal.

Company Name

Name and Title of Authorized Company Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “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 it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Nonprocurement 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 is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned, on behalf of the Vendor, 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 Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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 have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Date: _____

Vendor: _____

Signature: _____

Title: _____

Name: _____