



June 9, 2025

**INVITATION FOR BID FOR PRODUCE ITEMS
2025-2026 SCHOOL YEAR**

Papillion La Vista Community Schools requests bid pricing for produce items for the period from August 4, 2025, to July 31, 2026. Should you have questions concerning this bid please contact Julie Denker, Director of Food Service, 402-537-6250. You are requested to familiarize yourself with the bid conditions particularly as they relate to deliveries.

Vendors should be aware that the school district will participate in the Department of Defense Fresh Fruit and Vegetables Order Receipt System (Ffavors) for the 2025-2026 school year. Estimated quantities listed are total amounts that we expect to use, including items that may be obtained through the DOD Ffavors.

All deliveries of produce are to be F.O.B. to our district locations as listed under item 3 of the Produce Bid Conditions. Deliveries are to be coordinated through the office of Food Service. Anywhere from one to three deliveries per week will be required at each site. 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.

Sealed bid quotations are to be delivered in an envelope marked 'Produce Bid' or mailed to Julie Denker, 420 South Washington, Papillion, NE 68046 on or before 2:00 P.M. on Thursday, June 26, 2025, at which time a public opening will be held at the Central Office Conference Room.

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

Sincerely,

Julie Denker
Director of Food Service

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

1. BID PERIOD

The bid will cover the period of August 4, 2025, to July 31, 2026.

2. BID AWARDS

The Bid consists of three parts.

Part I: Firm Bid prices are requested for items in Part I of the bid. *Vendors must state at the time of the bid if there are any items included in Part I of the bid (firm pricing) for which they wish to submit cost plus pricing.*

Part II: Cost plus pricing is requested for items in Part II of the bid.

Part III: Firm Bid pricing is requested for individually portioned items for the USDA Fresh Fruit and Vegetable Program. Note that this is a federal grant program and the award for this program has not been received yet. Please read the notation on the bottom of the Part III bid page carefully regarding the *Estimated Weekly Quantity*.

Parts I and II of the bid will be awarded to a single vendor on an 'all or none' basis. Part III of the bid will be awarded to a single vendor on an 'all or none' basis if the district is awarded grant funds for this program. Vendors are invited to submit pricing for all parts of the bid. The District will consider all parts of the bid in making the awards and will make the awards in the best interest of the district. In the unlikely event that two or more vendors are tied for the bid award once the bid analysis is completed, a random drawing will be held to determine the award of the bid.

3. DELIVERY LOCATIONS

Prices must include delivery to the following locations at the following times. Deliveries are listed in preferred order.

LOCATIONS FOR PARTS I & II

TIME

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

Between 6:30 A.M. – 7:30 A.M.

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

Between 6:30 A.M. – 7:30 A.M.

Liberty Middle School
10820 Wittmus Drive
Papillion, NE 68046

Between 6:30 A.M. – 7:30 A.M.

Papillion Middle School
423 South Washington Street
Papillion, NE 68046

Between 7:30 A.M. - 9:30 P.M

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

Between 7:30 A.M. - 9:30 A.M.

LOCATIONS FOR PARTS III

TIME

To be determined based on grant funding

Prior to 10:00 A.M.

4. DELIVERY SCHEDULE

Deliveries to secondary schools (Parts I and II) will generally be required one to three times per week at each site or Central Kitchen site. Deliveries for Part III will be made two times per week to elementary schools for same day or day before service of individually portioned items for the U.S.D.A. Fresh Fruit and Vegetable Program.

5. 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.

6. 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.

7. 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.

8. PRICE LISTS

Beginning immediately upon award of the bid, vendor must provide weekly price lists for items listed in Part II of the bid as well as items from Part I for which cost plus pricing was submitted along with other produce items that the vendor has available. These other items include seasonal produce items that have not been included in this bid which the vendor wishes to make available to the school district.

9. AUDIT OF INVOICES

The district reserves the right to call for vendor invoices and other documentation for items for which cost plus pricing was submitted at any time during the bid period. The vendor agrees to provide these documents in a timely manner as requested.

10. PRICING PROVISION DUE TO ACT OF GOD

The successful bidder may petition the School District for a change in a firm bid price for a specific produce item due to situations that are unusual in the industry and beyond the bidder's control. Such situations are required to be weather or nature related. The school district shall have the right to change quantities or eliminate use of a product affected under this clause. The successful bidder agrees to provide the affected product at the original bid price when market conditions return to normal.

11. PACK SIZE

If the pack size of items bid is different from the stated pack size, this must be stated in the comment's column.

12. LOCALLY GROWN PRODUCE

Vendors are asked to submit information regarding which items they are bidding, if any, which will be locally sourced throughout the school year. Locally sourced is defined as being grown and harvested in Nebraska, Western Iowa, or Northern Kansas. Information should include item name and approximate months of availability.

13. BID SUBSTITUTIONS FOR GRADE

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

14. SANITATION/REFUSAL OF DELIVERIES

Vendors agree to comply with all local and state standards of sanitation in their operations. The district reserves the right to inspect the vendor's operating facilities at any time. All items are to be delivered in clean, pest-free vehicles. Refrigerated goods are to be stored and delivered at the appropriate temperature. The district reserves the right to refuse or return items which show evidence of temperature abuse, are outdated or do not have sufficient time left prior to the expiration date or are spoiled or damaged in any way or are judged to be of unacceptable quality. 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.

15. PRODUCE STICKERS

All produce is to be delivered with stickers removed from individual produce items. If this cannot be done, it must be stated at the time of the bid.

16. 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, item, and pack size.

17. VENDOR IMPOSED BID CONDITIONS

If any special conditions affect a vendor's bid, including but not limited to minimum orders, fuel surcharges, etc., these conditions must be submitted in writing at the time of the bid.

18. CANCELLATION OF SCHOOL

No deliveries will be taken when school is cancelled due to snow or other reasons. Vendors are responsible for obtaining cancellation information through local television or radio stations in the event of bad weather. Vendors will be contacted about re-scheduling the deliveries on another day. Orders may need to be altered, reduced or cancelled due to cancellation of school at the discretion of the school district. Deliveries will be accepted on late start days.

19. 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 and due date 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

Vendors are required to bid foods of domestic origin to the maximum extent practical. 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 Buy American Verification Form for each item 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, 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.

Part I

Firm bid prices are requested for these items. Quantities listed are estimated annual quantities based on past usage and are not to be construed as minimum or maximum amounts. **These quantities include items that may be obtained through the Department of Defense Fresh Fruit and Vegetables Order Receipt System (Favors).**

Item	Pack Size	Estimated Quantity	Bid Price	Comments
Apple, Fuji	100-125 ct/40#	100		
Apple, Gala	100-125 ct/40#	275		
Apple, Golden Delicious, Fancy	100-113 ct/40#	85		
Apple, Granny Smith, Fancy	100 ct	275		
Apple, Pink Lady	113 ct/40#	115		
Apple, Red Delicious, Fancy	125 ct/40#	210		
Apple, Red Delicious, Fancy	175 ct	35		
Bananas, <i>To be delivered at stage of ripeness requested by school</i>	40#/100 ct	1500		
Broccoli Florets	3#	145		
Broccoli Florets	4/3#	275		
Cabbage, Dry Slaw Mix with Carrots	5#	145		
Carrots, Slims	5#	35		
Carrot Baby Slim Cut	4/5#	620		
Cauliflower Florets	3#	25		
Cauliflower Florets	2/3#	360		
Cauliflower Florets	4/3#	20		
Celery, Diced 3/8"	4/5#	15		
Celery Sticks, School Cut	5#	815		
Cucumbers	5#	1300		
Cucumber, Bushel	40-45#	15		
Lettuce Head Cello	3 ct	90		
Lettuce, Romaine Chopped	2#	100		
Lettuce, Romaine Chopped	6/2#	185		
Lettuce, Shredded 1/8"	5#	25		
Lettuce, Shredded 1/8"	4/5#	70		
Orange, Choice	88 ct/35#	700		
Radish, Cello	1#	620		
Spinach	2.5#	85		
Spinach	4/2.5#	125		

Part II

Provide cost plus pricing. For produce items listed in Part II, provide the cost of each item. At the bottom of the page, indicate the Dollar Markup above your cost that you will charge per case. DO NOT INCLUDE DOLLAR MARKUP IN COST LISTED IN THE COST COLUMN. The School District reserves the right to review successful Bidder invoices at any time to verify cost. Quantities listed are estimated annual quantities based on past usage and are not to be construed as minimum or maximum amounts. **These quantities include items that may be obtained through the Department of Defense Fresh Fruit and Vegetables Order Receipt System (Ffavors).**

Item	Pack Size	Estimated Quantity	Cost (Not Including Dollar Markup)	Comments
Cantaloupe	30#	385		
Celery	3 ct	115		
Cilantro	5 ct	60		
Clementines	30#	60		
Grapes, Red Seedless	18#	300		
Grapes, Lunch Bunch	18#	1300		
Grapes, Green	18#	200		
Honeydew Melon	6 ct	215		
Honeydew Melon	12 ct	100		
Kiwi, Bulk	20#	Limited		
Mushrooms, Medium	5#	20		
Nectarines	48-50 ct	35		
Onion, Red, Medium size	5#	85		
Onion, Yellow, Medium size	5#	60		
Pear Bartlett	100-125 ct	85		
Peaches	48-50 ct	40		
Pepper, Green Sweet	5#	675		
Pepper, Red Sweet	5#	145		
Potato, Baker	100 ct/50#	20		
Strawberries	8/1#	50		
Tomato, 6 X 6	2 layer/25#	30		
Tomato, Large	1/10#	40		
Tomato, Cherry/Grape	12 pt	725		
Watermelon, Seedless, 12-14# Average	Each	250		

Dollar Markup per Case \$ _____

Dollar Markup per broken Case \$ _____

Exceptions or additional bid requirements:

Part III

Please submit firm bid prices for individually portioned and packaged, ready-to-serve fresh fruit and vegetable items suitable for service for the U.S.D.A. Fresh Fruit and Vegetable Program. Minimum portion size of 2 oz weight is required. List all available items that meet these criteria. Estimated weekly quantity is 1500 individual portions of two different items in two deliveries per week per school. *

[illegible]

***The total estimated amount is dependent on the number of elementary schools receiving funds for the FFVP for School Year 2025-2026. If no schools are granted FFVP funds, no award will be made for Part III of this bid by the school district.**

Locally Sourced Produce Items

List items that you bid in Parts I, II and III which may be locally sourced at any time throughout the school year.

[illegible]

**Papillion La Vista Community Schools
Invitation for Bid Signature Page**

Date Issued: June 9, 2025

Title of Bid: Produce

Time and Date Due: 2:00 P.M. on Thursday, June 26, 2025

Mail Sealed Bid To:

Julie Denker
Director of Food Service
Papillion La Vista Community Schools
420 South Washington Street
Papillion, NE 68046

Refer to the enclosed Bid conditions. Quantities listed are based on past usage and future menu estimates are not to be construed as minimum or maximum amounts. These quantities are estimated annual or weekly usage as stated and include items that may be obtained through the Department of Defense Fresh Fruit and Vegetables Order Receipt System (Ffavors).

Submitted By:

Company Name

Address

Printed Name

Signature

Phone Number

E-mail address

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 the attached *Verification Form to Support USDA Buy American Requirements* for each food product for which a quote will be submitted. The form(s) must be completed and returned to Sue Sucha, Director of Food Service, prior to the bid opening.
2. Bidders may 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 Julie Denker, 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.
3. 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.
4. Failure to complete and return the Buy American verification form, or 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 the domestic products they were awarded 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

To be considered for an award from this solicitation, vendors must certify the percentage of U.S. agricultural product content in products to be supplied to Papillion La Vista Community Schools. If you are unable or unwilling to make such certification, Papillion La Vista Community Schools reserves the right to disqualify the product bid.

_____ certifies that our
Vendor/Distributor/Company Name

_____ has/have at least 51% U.S. agricultural products content.

List complete product name including brand

OR

_____ 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

<p>Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions</p>

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: _____

Title: _____

Name: _____

Signature: _____