Invitation for Bid
Child Nutrition Department
May 1, 2026
School Year 2026-2027

2410 S. Battery Street
Little Rock AR 72206

CONTENTS

ScholarMade Unified Academies is inviting distributors to submit bids in response to this solicitation.

Bids for Prime Vendor to ScholarMade Unified Academies during the 2026-2027 school year, as specified below, will be accepted until **12 noon on June 1, 2026**. **Email bids to ScholarMade Unified Academies, Attn: Shelia Bailey at** shelia.bailey@scholarmade.org.

Bids awarded will be based on the following criteria unless otherwise given geographical preference of 250 miles:

- **Submitted bid complied with all specifications and requirements.**
- **All attachments were completed and signed.**
- **Bidder is responsive**
- **Bidder is a responsible bidder**

This is a line-item bid. **Please provide all required information including a bid price for each item you would like to bid for. All pricing submitted will be firm and fixed for the entire calendar year of July 1, 2026, through June 30, 2027, except for an opportunity for the vendor to request an escalation of pricing as described in Escalating/Deescalating Price Cause Section.**

Statutory and Regulatory Authority: Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

The school district must comply with the requirements "passed down" to it from Congress, Office of Management and Budget (OMB), USDA and Arkansas Department of Education, regulatory authority found, including but not limited to the following. Code of Federal Regulations (CFR):

- 2 CFR 200 & 400-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- 2 CFR 415- General Program Administrative Regulations
- 2 CFR 416-General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR 417-Non procurement, Debarment and Suspension
- 2 CFR-New Restriction on Lobbying
- 2 CFR 421-Requirements for Drug-Free
- USDA and DPI program regulations guidance and instructions
- State law, regulations, and policies that are not in conflict with federal requirements
- Local law, regulations, and policies that are not in conflict with federal requirements

The school district is a local agency that administers the school meal programs; as a result, the school district being a local governing body has the legal authority, when applicable, to operate the school meals programs in one or more schools.

The district reserves the right to reject any or all bids and waive any irregularities or formalities in any solicitation or bid responses.

We thank you for your interest and look forward to your continued participation in the district's procurement process.

Sincerely,

Shelia Bailey

Shelia Bailey

Child Nutrition Director

Enclosures

cc: Dr. Phillis Anderson, Carmen Pruitt

Checklist of Materials to Be Returned

Please ensure that the bid is returned completed with all required components and attachments.

- **Representative Signature Page**
- **Debarment and Suspension Form with signatures (Attachment A)**
- **Anti Lobbying Form with signatures (Attachments B and C)**
- **Bid Sheets**

Signatures:

A representative's signature communicates a clear understanding of the "Bid Instructions and Conditions" and authorizes their acceptance if awarded the bid on behalf of the Vendor represented.

Bid Submitted by:

Company Name________________________________

Prepared by_____________________________________

Billing Address__________________________________

Phone Number________________________________

Fax Number____________________________________

Print Name: ___________________________________

Title: ____

Signature of Representative

I attest that I am a duly authorized representative of the company listed.

____ **DATE**____________

NOTE: Other local school districts may elect to purchase items from this bid at prices quoted. This option is at the discretion of the other districts and, if they choose to participate, they are responsible for their purchase orders, delivery instructions, and payment of bills. Please indicate below if you are willing to participate.

Yes ☐ No ☐

TERMS AND CONDITIONS

BUSINESS POLICY:

It is the policy of ScholarMade Unified Academies, that small, minority and women's business enterprises and labor surplus firms shall have the maximum opportunity to participate in the district's purchasing process. Therefore, the District encourages all the above businesses to compete for goods, services, and construction.

CODE OF CONDUCT:

The following conduct will be expected of all people who are engaged in the awarding and administration of contracts supported by the CN Program Funds.

Procedures: The ScholarMade School District seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award.
- and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which financial interest is not substantial, or the gift is an unsolicited item of nominal value.

Disciplinary action (which may include termination) will be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

The ScholarMade School District's procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

All food provided must be processed and packaged under the best possible sanitary conditions in accordance with local, State of Arkansas, and Federal Pure Food Laws and Health regulations.

FISCAL FUNDING:

If the contract extends beyond the end to the current funding year, it shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds. The school district reserves the right to change item identification, decrease the quantities and/or add and delete items.

ADDITIONS OF GOODS OR SERVICES:

Additions of goods or services to the bid/contract may occur without re-advertisement where:

- It is a minor change that does not affect the nature of the bid/contract or create a material change; and
- Does not exceed 10% of the initial value.

RESERVATION:

The Board of Education reserves the right in its absolute discretion to accept any bid, or any part of any bid, or to reject any or all bids, or any part of any bid, as the board deems it to be in the best interest of the board. The board further reserves the right to terminate the contract at any time for due causes which shall include such reasons as unsatisfactory products. In the event of a tie bid all bids will be considered void and will be rejected. Bid will be awarded based on the lowest price. This contract may be renewed for up to five (5 additional terms of ONE YEAR at a time, upon the mutual agreement of both parties. In no event shall the term of this contract, including renewals, exceed six (6) years.

BID SECTION:

The undersigned firm agrees to furnish products according to the above specifications in quantities needed, at the price shown for the period as stated in this proposal.

Vendor is to submit fixed price for consideration. If a bid is awarded, only one price will be selected.

SAMPLES:

The district reserves the right to request samples of items prior to the award. Vendors will be contacted to request specific line items. All items are to be labeled with the bid number, line item and vendor providing samples.

QUANTITIES:

The quantities shown are estimated usage of the district for the proposal period. The district reserves the right to purchase more or less of the units specified. The district will order quantities best suited to their needs and storage facilities. The price proposal shall be firm and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities.

SAFETY AND SANITATION:

District staff will only receive products that meet all food safety and sanitation requirements.
District staff may at any time check all expiration and best if used by dates, accept product only at acceptable temperatures, reject unacceptable items.

PRODUCT RECALL:

If a product is instituted on an item that has been furnished and delivered to participating school districts, vendor must immediately notify the district staff with all pertinent information regarding the recall.

ERRORS AND OMISSIONS:

Bidders are responsible for reviewing all portions of this IFB. Bidders are to promptly notify the district in writing if they discover any ambiguity, discrepancy, omission, or other error in the IFB. Any such notification should be sent by email to **Shelia Bailey at shelia.bailey@scholarmade.org** promptly after discovery, but in no event later than **12 noon** on **June 1, 2026.**

QUESTIONS AND OBJECTIONS REGARDING THE IFB:

Any questions and/or objections concerning the substance of this IFB including the Scope of Work, requirements, and evaluation criteria must be submitted, in writing, via email to **Shelia Bailey** by **12 noon** on **May 29, 2026.** Any questions concerning the IFB process shall be submitted no later than 48 hours prior to the proposal due date to the same email address. Bidders who fail to do so will waive all further rights to protest, based on these specifications and requirements.

PROTEST OF CONTRACT AWARD:

Within five (5) working days of the district's issuance of a notice of intent to award the contract, the next highest ranked Bidders may submit a written notice of protest if it believes that the district has incorrectly selected another bidder for the award. Such notice of protest must be received by the district on or before the fifth working day after the district's issuance of the notice of intent to award. The notice of protest must include a written statement specifying in detail each one of the grounds asserted for the protest. The protest must be signed by an individual who authorized the bid. In addition, the protestor must specify facts and evidence sufficient for the district to determine the validity of the protest.

DELIVERY OF PROTEST:

All protests must be received by their respective due dates. Protests must be delivered via email to shelia.bailey@scholarmade.org. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. Protests sent by any means or format other than as specified here or that are not received before their respective due dates will not be considered.

RECORDKEEPING:

Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Prime Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

DEBARMENT AND SUSPENSION DOCUMENTATION:

In accordance with Executive Orders 12549 and 12689, 2 CFR Appendix II to Part 200(H) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180. (See Attachment A)

BYRD ANTI-LOBBYING AMENDMENT:

In accordance with 2 CFR Appendix II to Part 200(I) Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (See Attachment B & C)

RIGHTS TO INVENTIONS:

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

Buy American Provision:

In accordance with 7 CFR Part 210.21(d)/FNS Policy Memo SP 24-2016 ScholarMade Unified Academies complies with the Buy American provision:

School Food Authorities (SFAs) are required to purchase, to the maximum extent practicable, domestic commodities or products. The Buy American mission supports a two-fold purpose which is to serve children nutritious meals and support American agriculture through the National School Lunch Programs. A domestic agricultural product is defined as one that is produced in the United States or processed in the United States using 51% or more of domestically grown agricultural products.

CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387):

as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

TERMINATION:

TERMINATION FOR CONVENIENCE:

The School District may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

TERMINATION FOR CAUSE:

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments more than fair compensation for completed services.

A. The School District will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the School District with a written request detailing the efforts it will take to resolve the problem and the time for such a resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.

BREACH: A party shall be deemed to have breached the contract if any of the following occurs:

A. Failure to perform in accordance with any term or provision of the contract.

B. Partial performance of any term or provision of the contract

C. Any act prohibited or restricted by the contract, or

D. Violation of any warranty

CONTRACTOR BREACH: The School District shall notify the Contractor in writing of a breach.

A. In event of a breach by Contractor, the School District shall have available the remedy of actual damages and any other remedy available at law or equity.

B. In the event of a breach, the School District may assess liquidated damages.

PARTIAL DEFAULT: In the event of a breach, the School District may declare a partial default.

CONTRACT TERMINATION:

In the event of a breach, the School District may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amounts which may be due the Contractor without waiver of any other remedy or damages available to the School District at law or equity.

SCHOOL DISTRICT BREACH:

In the event of a breach of contract by the school district, the contractor shall notify the school district in writing within 30 days of any breach of contract by the school district. Said notice shall contain a description of the breach. Failure by the contractor to provide said written notice shall operate as an absolute waiver by the contractor of the school district's breach. In no event should any breach on the part of the school district excuse the contractor from full performance under this contract. In the event of breach by the school district, the contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the contractor to give the school district written notice and opportunity to cure as described herein operates as a waiver of the School District's breach. Failure by the Contractor to file a claim before the appropriate forum in Arkansas with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitation for any claim brought by the Contractor.

ASSURANCE STATEMENT:

FNS Guidance 113-1 Appendix B(D)(1)(c):

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

DELIVERY AND TRANSPORTATION:

Unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours to be determined and days to be determined, except school holidays.

SPECIFICATIONS:

Quantities projected are estimates based on past usage only. The quantity of any item could be more or less, depending upon the availability of USDA commodities and changes in actual student participation in the school lunch, breakfast, and snack programs.

All bread/grain items MUST be whole grain products/whole grain rich unless otherwise stated. This includes but is not limited to all breaded products.

All fruit must be in light syrup or natural juice. All frozen juice/fruit products MUST have no sugar added.

A current "Nutrient Fact Label" or Manufacturer's "Data Submission Form" and CN label (if applicable) or "Product Formulation Statement" from manufacturer is required for all food items without a "Standard of Identity". This documentation must be provided with the bid documents only if the Vendor is submitting an alternate or "equal brand" for a specific branded item requested. The Vendor awarded the bid will need to supply all other required information soon after the award is received. Samples of alternate products may be required before the product is approved. The district reserves the right to reject all alternatives.

EQUIVALENT BID PRODUCTS I ALTERNATE BID ITEMS:

Bids are requested on this inquiry in accordance with brands, specifications, and/or testing and are understood to include "or equal." Brand names and nutritional information must be provided.
Items are to be bid on as specified. Failure to do any of the above will constitute a No Bid item.
The School District shall govern as to what product is equal to that named, but the burden of proof and costs of any tests shall be the responsibility of the vendor.

PROTECTION FROM CLAIM AGAINST "OR EQUAL":

In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better," "or equal," or non-specified alternate, the unsuccessful bidder agrees, at his or her own cost and expense, to defend such claim or claims and agrees to hold the district free and harmless from any loss or damage arising out of this transaction.

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.

SUBSTITUTIONS:

Items received shall be the item specified in the bid. When a substitution is warranted the School District must be notified at least 72 hours prior to delivery. Brand names, nutritional information, and product cost must be provided. Substitution notifications may be emailed to shelia.bailey@scholarmade.org. All substitution shall be approved by the School District.

PAYMENTS:

Monthly statements for each school must be sent to: Director of Food Service, shelia.bailey@scholarmade.org, before the 10th of each month for the preceding month's deliveries.

ESCALATING/DEESCALATING PRICE CLAUSE:

The items listed on the bid document must show the vendor's current invoice cost (**after** subtracting any rebates or promotional discounts given to the vendor by the manufacturer), the fixed fee, the total cost of each item as well as the total extension cost. The fixed fee will remain firm for the 2026-2027 school year (or for the duration of the contract, if renewed). Prices must remain firm until September 30, 2026, and then prices may change monthly based on documented price increases/decreases to the vendor. The vendor must e-mail or mail notice of price changes to the CN Director by the 25th of each month. The notice must include a spreadsheet which lists all items, the previous price for each item, the new price for each item and the difference of change. A new order guide must also be sent by the 25th of each month (delivered, mailed or e-mailed). If order guides are not received by the CN Director five (5) days prior to the time for prices to change, then prices from the prior bid period must be honored until this condition is met.

DISTRIBUTOR'S STATEMENT OF NO BID

Due to the limited number of distributors for bread in our area, we are encouraged to seek out and request a STATEMENT OF NO BID to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive bidding. If your company does not intend to submit a bid, your submission of the STATEMENT OF NO BID will help us meet the requirements for a sole source contract award. All distributors are highly encouraged to submit bids whenever possible.

If returning a STATEMENT OF NO BID, please mail it to the following address:

ScholarMade Unified Academies

Attention: Shelia Bailey

2410 S. Battery Street, Little Rock AR 72206

501-590-5425

Shelia.bailey@scholarmade.org

Date: __________

We, the undersigned, have declined to participate in ScholarMade Unified Academies invitation for distributors to submit bids in response to this solicitation for bread pricings for the following reasons:

______ We do not offer this product.

______ Unable to meet specifications; please specify: ____

______ Unable to meet procurement requirement; please specify: _____________________________________

______ Unable to deliver to your location (area)

______ Other ____

______ Solicitation was too restrictive; please explain: ____

____

If possible, how could our school district improve its procurement process to encourage more distributors, similar to your company, to respond to solicitations like this one?

____

____

____

COMPANY NAME: ____

PREPARED BY: ____

SIGNATURE: ____

TELEPHONE: ____

EMAIL: ____

Bid Sheet Instructions

Please fill in all columns as designated below. All bids are required to be on the bid sheet provided by the district. A bid sheet for each section is attached. You only need to complete the section(s) you would like to bid on. Instructions for each section are below.

Case Pack:

Please indicate how the product is packed in this column. Please do not leave this column blank. Please add a comment in the "Bid NOTES" column if "Case Pack and Weight" offered is different. *This is very important if you are offering an alternative product.*

Bid Unit:

This column indicates how the product comes, such as "CS" or "EA".

FIXED BID PRICE:

Please indicate your fixed bid price for each product in the section you are bidding on in this column. Bid Price should match the "Case pack" and "Bid Unit."

Manufacturer Code: This column is for the Manufacturer code for the specified product.

Distributor Code: This column is for the Distributor code for the specified product.

Bid NOTES:

Please list the specific brand you are bidding on and supply nutritional data and/or CN label information if different from the one listed. As well about a comment for any "Case Pack" different from "Case Pack and Weight".

All information must be legible and complete. Bids submitted without legible information may be rejected.

Please send the Bid Sheet with the rest of the bid documents.

ATTACHMENT A: SUSPENSION AND DEBARMENT CERTIFICATION

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants 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 USDA agency with which this transaction originated.

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

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

______________________________ ______________________________

Distributor 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. 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 bid 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 bid 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,* 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 on 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 principles. 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 B: 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 the 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 U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. 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 and officer or employee of any agency, a member of U.S. Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, 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.

____

____

____

____

Distributor Name/Address of Organization

____

Distributor Name/Title of Submitting Official

_____________________________ _____________________

Signature Date

ATTACHMENT C: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM –LLL **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 □Sub awardee Tier_______, if known Congressional District, if known: ________	5. **If Reporting Entity in No. 4 is Sub awardee, 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 □	**Type of Payment:** *(check all that apply)* □ A. Retainer □ B. One-Time Fee □ C. Commission □ D. Contingency Fee □ E. Deferred □ F. Other: *(specify)* ________________
12. **Form of payment:** *(check all that apply)* □ A. Cash Nature___________ □ B. In-kind (specify) Value____________	

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)

Continuation Sheets Attached: Yes □ No □

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	Signature: _______________________________

disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to 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.	Print Name: ______________________ Title: __________________________ Telephone Number: _________________ Date: __________________________
Federal Use Only	Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. 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 for 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 sub awardee, e.g., the first sub awardee 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 *the Sub awardee*, 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 U.S. 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.