

Request for Proposal (RFP) Bid Acknowledgement Form

Milk Products

Certification

The Respondent hereby certifies by submission and signature of this proposal that the Respondent complies fully with this Request for Proposal (RFP). In addition, the representative below is duly authorized to sign this proposal on behalf of Respondent, company, or corporation and fully understands that by virtue of executing and returning this Bid Acknowledgement Form represents complete and unconditional acceptance of the requirements, terms and conditions of this RFP and all appendices and any addendums released hereto.

Respondent hereby agrees to provide the services and/or items specified in the RFP at the prices quoted pursuant to the requirements of this document.

Butte School District #1 Request for Proposal (RFP)	
RFP Response Due Date and Time: <u>April 26th, 2024 at 1:00 pm</u>	Issue Date <u>April 11th, 2024</u> <u>April 18th, 2024</u>
ISSUING AGENCY INFORMATION	
Kurt Marthaller, Director of Central Services Butte School District #1 2801 Grand Ave Butte, Mt. 59701 (406) 533-2591 marthallerkr@bsd1.org	
INSTRUCTIONS TO VENDORS	
Return Sealed Bids to: Kurt Marthaller Director of Central Services Butte School District Warehouse 2801 Grand Ave. Butte, MT. 59701	Mark Face of Envelope /Package with: "Milk Products Bid" Response Due Date <u>April 26th, 2024 at 1:00 pm (Local Time)</u>
Vendors must complete the Following	
Vendors Name/Address/State and Zip	_____ (Name/Title) _____ (Signature)
Title of Entity (eg.,corporation,LLC,etc.)	Vendor Phone Number:
Vendor E-mail Address:	Vendor Fax Number:
VENDORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

The form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind Respondent(s). Thank you for your interest in doing business with Butte School District #1

Section 1 Introductory Information

Purpose

The Butte School District #1, hereafter referred to as “District” is requesting sealed milk bids from a qualified distributor in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs. It is the intent of the District to award a contract to procure milk from qualified milk distributors. Milk distributors are invited to submit sealed bids to provide milk to the District. A milk distributor who submits a bid in response to this solicitation will be herein after referred to as “Distributor”.

Background

District Billing Address: 111 North Montana	District Milk Delivery Address: See Delivery and Packaging Section
District Billing Contact: Kurt Marthaller (406) 533-2590 marthallerkr@bsd1.org	Food Service Contact: Kurt Marthaller (406) 533-2590 marthallerkr@bsd1.org
Estimated Carton Usage of Milk: See Distributor Milk Bid Form (Attachment A)	Student Enrollment: 4470
Average Number of Breakfasts Served: 1550	Average Number of Lunches Served: 1700

The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Montana Office of Public Instruction (OPI).

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

The District must comply with the requirement “passed down” to it from Congress, Office of Management and Budget (OMB), USDA and the OPI, regulatory authority found, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP); when applicable
- 7 CFR Part 220 School Breakfast Program (SBP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced-price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program; when applicable
- 7 CFR Part 3016 and/or Part 3019; when applicable
- 7 CFR part 3052 Audit Requirements

- USDA and OPI 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 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

Section 2 Bid Information

Bid Instructions

Bids will be accepted up to, and no bid will be accepted after, the bid submission deadline. Time is Mountain Standard Time as indicated on the designated clock at the District. Bids that arrive after the bid submission deadline will not be considered. It is the responsibility of the Distributor to ensure that the bid arrives at the required location by the bid submission deadline.

If the District determines there is a discrepancy in or omission from this solicitation prior to the bid submission deadline, an addendum will be issued to all Distributors that have submitted bids or that have requested a copy of the solicitation.

Deliver bids to the following location:

**Butte School District Warehouse
2801 Grand Avenue
Butte, Montana 59701**

**Kurt Marthaller
Director of Central Services
(406) 533-2591
marthallerkr@bsd1.org**

Hand carried and express mail bids may be delivered to the above address ONLY between the hours of 8:00 a.m. and 4:00 p.m. local time, Monday through Friday, excluding holidays observed by the District.

Sealed bids may be mailed to the address above by the bid submission deadline. It is the Distributor's responsibility to assure that its bid is received by this deadline, no exceptions. Distributors may also request a confirmation receipt. Regardless of submission method, it is the responsibility of the Distributor to confirm and ensure that the sealed bid was received by submission deadline.

The District will not be responsible for the opening of, post-opening of or failure to open a bid not properly addressed or identified.

The District will not assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.

Bid Requirements

The Distributor will need to complete, sign and return all attachments:

Certification:

Attachment A: Distributor Milk Bid Form

Attachment B: Suspension and Debarment Certification

Attachment C: Lobbying Certification

Cost of Preparing the Bid

Distributors are responsible for the costs of preparing and submitting the bid. Materials are submitted as part of the Distributor bid will become the property of the District unless otherwise noted.

Submission of Bid Pricing

Distributors must bid a fixed price contract with economic price adjustment on fluid milk products. Bid pricing will apply to all sites regardless of delivery frequency.

Fixed Price Contract with Economic Price Adjustment

Fixed pricing on fluid milk products will be considered for time periods lasting three (3) months, six (6) months or one (1) year. Price changes to be negotiated and agreed upon thirty (30) days in advance of fluid milk price changes taking effect. After the initial term of fixed pricing if there has been a general increase of prices throughout the industry, confirmed by a certified letter from the awarded Distributor source of supply, the awarded Distributor may request a price increase; the District reserves the right to accept or deny any such request. Incidental costs to supplier not relating directly to the cost of raw milk must be excluded.

- a) Fixed price changes are allowed, only if the awarded Distributor is in complete compliance with the awarded contract. However, if at any time during the term of the awarded contract the awarded Distributor is found to be in violation of any stipulation, the price of all bid products will revert to the lowest price paid by the District during the contract time and remain there until all violations are corrected.
- b) The District has the right to terminate the contract if it believes the price increases are not justified. Thirty (30) days of notice will be provided to the awarded Distributor.

Evaluation of Bid

Bids will be evaluated based on lowest Total Unit Price.

Method of Award

Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award audit.

A contract will be awarded to the most responsive and responsible bidder with the lowest total extended costs.

- A “responsive bidder” will be able to meet the requirements described in this solicitation.
- A “responsible bidder” is willing and capable of furnishing the goods or services described in this solicitation.

Submit Bids To: Butte School District Warehouse
 2801 Grand Ave.
 Butte, MT. 59701

Due Date/Bid Opening: April 26th, 2024 at 1:00 pm

Each Bid must be **sealed** and labeled on the outside of the package/envelope with **“Milk Products Bid”**

Late bids

Regardless of cause the Butte School District #1 shall not accept late proposals. Such proposals will automatically be disqualified from consideration. Bids will be accepted up to, and no bid will be accepted after, the bid submission deadline. Time is Mountain Standard Time as indicated on the designated clock at the School District Warehouse. Bids that arrive after the bid submission deadline will not be considered.

It is the responsibility of the Distributor to ensure that the bid arrives at the required location by the bid submission deadline.

Contract Term

This solicitation will serve as the contract when the awarded Distributor is chosen. The contract duration is three years starting on the first day of school August 2024 and ending last day of school in June 2027.

Reservation of Rights

The District expressly reserves the following rights:

1. To reject all bids;
2. To reject any part of the bid not meeting the specifications set forth in the solicitation;
3. To waive any irregularities and technicalities and may, as its sole discretion, request a clarification or other information to evaluate any or all bids;
4. To re-award the solicitation to another Distributor in the event the current awarded Distributor defaults in executing the formal agreement; and
5. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

Distributor has the right to withdraw its bid if the District changes the solicitation.

Section 3 Scope of Work/Services

Delivery and Packaging Specifications

Preservation, packaging, packing, labeling and case marking must be commercial unless otherwise specified in the solicitation, contract or purchase order.

All milk must be delivered and packaged in clean cartons and stored in clean crates free of debris at the time of delivery, stored in clean mechanically refrigerated trucks or coolers and kept at a temperature of 35 to 40 degrees Fahrenheit (not iced).

Vendor will order as needed. (Usually two times per week between 6am-7:30am). The product will be placed in the school's coolers as designated by kitchen staff. Earlier deliveries may be arranged at the schools on special occasions.

Unless otherwise specified, the Vendor must agree to deliver to the below listed sites.

<u>Building</u>	<u>Address</u>
Butte High Career Center	1050 S. Montana St.
Butte High School	401 S. Wyoming
Butte Central Elementary	1100 Delaware
East Middle School	2600 Grand Ave.
Emerson School	1924 Phillips
Hillcrest School	3000 Continental Dr.
Kennedy School	1000 N. Emmett
Margaret Leary School	1301 4 Mile Road
West Elementary School	800 S. Emmett
Whittier School	3000 Sherman

Packaging for products must include:

- Company name and address
- Name of product
- Date of packaging
- Ingredient statement
- Size of portion

Extra product is to be picked up before Christmas break and the last day of school with credit to be issued.

Vendor Payments

(The awarded vendor) should receive payment within two days after the approval of claims at the scheduled Board of Trustees meeting held on the third Monday of each month. A detailed (**legible**) invoice listing amounts of product delivered and delivery location must accompany each delivery and be submitted to the appropriate recipient. Vendor payment questions may be directed to the Accounts Payable Clerk at (406) 533-2517.

Relevant Characteristics

Relevant characteristics means those particular characteristics that specifically describe the essential physical and functional features of the material or service required. They are features that are identified in the specifications as a mandatory requirement that a proposed "equal" product or material must possess for the bid to be considered responsive. The relevant characteristics include the following:

1. All milk products delivered must have been processed and packed in accordance with good commercial practice.
2. All milk products must conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future bid consideration.
3. All milk products must be produced and sold in compliance with all federal and state laws and regulations.
4. Exterior of packaging and cartons must be free of dirt, ice, water and milk and must be in such conditions that they can be placed directly on the serving line.
5. Milk must be homogenized, pasteurized and Grade A.
6. All flavored milk must contain no more than twenty-two (22) grams of sugar with no high fructose corn syrup added and no more than 150 calories.
7. No water, preservatives or other foreign substances must be added except vitamins A and D at levels specified by U.S. Food and Drug Administration (FDA) and consistent with state and local standards.
8. Any milk products unsatisfactory in the judgement of the District will be returned and must be replaced immediately by the awarded Distributor.
9. The awarded Distributor must be able to supply the schools with all types of milk products listed in Attachment A at all times.
10. The awarded Distributor will be required to pick up empty crates upon delivery at each school site.
11. Milk must be available for consumption when schools are in session. Quantities of milk left over on the last day of school, before winter and spring recesses and at the closing of school at the end of the school year must be picked up by the awarded Distributor and the amount credited to the school from which milk was picked up.

Section 4

General Terms and Conditions

Free and Open Competition

This solicitation is intended to promote free and open competition. If the language, specifications, terms and conditions or any combination thereof, restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Distributor to notify the District, in writing, so as to be received within five (5) business days after the date the solicitation is issued by the District. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.

Buy American Provision

As a sponsor of the National School Lunch and School Breakfast Programs, the District will consider only applicable products which comply with the requirements of the "Buy American" Act.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable. Domestic commodities or products for use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Food Laws

Distributor will be expected to operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. The District may inspect the awarded Distributor's facilities and vehicles.

Food Recall

The Distributor will be expected to voluntarily comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Distributor must have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from the District's sites in an expedient, effective and efficient manner. The Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. The Distributor will define their policy and procedure for handling food recalls on a separate document to be submitted along with the bid.

Contract Modification

The District reserves the right to modify the awarded contract by mutual agreement between the District and the awarded Distributor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the District.

Mutual Agreement Termination

With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) At least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b) An opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Equal Employment Opportunity

In accordance with federal law and USDA policy, the Distributor and District are prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. In addition, the District affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; Department of Labor Regulation (41/CFR, Part 60), and any additions or amendments thereto.

Clean Air Act and Water Pollution Control Act

As specified in 7CFR, Section 3016.36 (i)(12), the Distributor and the District must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the USDA and to the USEPA Assistant Administrator for Enforcement (EN-329).

Debarment and Suspension

To ensure that the District does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement. Please see "Attachment B." By signing the certification statement, the Distributor certifies that neither it nor any of its principals (e.g. key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of

each Distributor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, declared non-responsive.

Indemnity and Insurance

The successful vendor is required to procure and maintain for the duration of the contract, at its cost and expense, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from or in connection with work performed by, or under general supervision of, the contractor, its agents, representatives, employees, and subcontractors under the agreement. This insurance shall cover claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The successful vendor must provide a certificate for commercial general liability, to include bodily injury, personal injury, property damage and automobile liability insurance, with limits of not less than \$500,000.00 combined single limit per claim and \$1,000,000.00 aggregate single limit per year.

This certificate MUST name Butte School District #1 as an additional insured under the vendor's policy. A certificate of Insurance indicating compliance with the required coverage shall be provided within ten (10) working days of Notice of Award.

The successful vendor shall keep himself informed of, and shall comply with, all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting the work. The successful vendor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

The successful vendor shall pay for all applicable taxes, royalties and license fees. The successful vendor shall defend all suits or claims for infringement of any patent rights and save Butte School District #1 harmless from loss when a particular process, design or the product of a manufacturer or manufacturers is specified by the successful vendor.

Appropriations and Approval

Any and all obligations of the District under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the District, State or Federal entity.

ELIGIBILITY REQUIREMENTS

To enable School District No. 1, Butte-Silver Bow County, Montana, to determine the capabilities of a vendor to provide the supplies and/or perform the services specified in the RFP, the vendor shall respond to the following regarding its ability to meet the School District requirements. **THE RESPONSE, "(VENDOR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION. This is a mandatory requirement. Vendors who fail to meet this requirement will be rejected.**

Eligible vendors must provide all of the following or proposals will be rejected:

1. Provide nutrition information for each item under the category submitted for proposal.
 - a. Nutrition information provided must match the serving size of the item.

Submit Bids To: Butte School District Warehouse
2801 Grand Ave.
Butte, MT. 59701

Due Date/Bid Opening: April 26th, 2024 at 1:00 pm

Each Bid must be **sealed** and labeled on the outside of the package/envelope with **“Milk Products Bid”**

Attachment A: Distributor Milk Bid Form

BUTTE SCHOOL DISTRICT #1
REQUEST FOR PROPOSAL (RFP)
Milk Bid
2024-25 – 2025-26 – 2026-27

Item #	Description	Estimated	Unit Size	Price/Unit	Total
1	Skim Flavored Milk	760,000	½ pt. in carton		
2	1% White Milk	268,000	½ pt. in carton		
3	Skim White Milk	42,000	½ pt. in carton		
				Total Cost	

Estimate of Milk Needed

The total quantity specified is based on anticipated usage. The estimate of orders on each item is not guaranteed and the School District is not obligated to request these or any other amounts. Distributor's failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor and the District.

I understand that each delivery will be inspected by a representative of the District and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference as soon as possible or when requested.

The undersigned hereby offers to provide milk products as specified in this bid starting on the first day of school August 2024 and ending last day of school in June 2027.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this IFB and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of

Name of Distributor

and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of the District must realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and the District.

I understand that the District reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Authorized Representative and Title (Print) _____

Address: _____

Authorized Signature: _____ Date: _____

Attachment B: 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. Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instruction 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 must 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 into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this 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 C: Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to 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/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence and 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 the awarding of a Federal contract, 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 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 grant or cooperative agreement, 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Distributor Name: _____

Authorized Representative: _____
(Printed Name and Title) Date

Authorized Representative: _____
(Signature) Date