



**REQUEST FOR PROPOSALS (RFP) TO PROVIDE
GRANT MANAGEMENT SERVICES TO
CARROLL ELECTRIC COOPERATIVE CORPORATION**

I. General Instructions

Below is the name and address of the point person for this proposal process:

Carroll Electric Cooperative Corporation
Chad Allen, VP Financial Services
PO Box 4000
Berryville, Arkansas 72616

Email: callen@carrollecc.com
Phone: 870-423-2161

A. Questions or Inquiries:

Questions or comments regarding this Request for Proposal (RFP) are to be emailed to Chad Allen, VP of Financial Services at callen@carrollecc.com.

The Cooperative reserves the right to decline responding to any questions if, in the Cooperative's assessment, the information cannot be obtained and shared with all potential respondents in a timely manner.

B. Submittals:

RFPs should be submitted via email to Chad Allen at the e-mail noted above. The deadline for submitting the RFP is Monday, January 27, 2025. The RFP submission will become the property of the Cooperative upon receipt of the same.

Firms are welcome to provide any other information not specifically requested in the RFP provided the RFP is received prior to the deadline.

C. Reserved Rights

This RFP does not constitute an offer to buy on the part of the Cooperative. Acceptance of any obligations on the part of the Cooperative may only be done by a formal written agreement. Any information contained herein does not commit the Cooperative to a contract or to pay any costs incurred in the preparation of a response.

All responses to this RFP will become the property of the Cooperative. The responses received to this RFP by The Cooperative may be included in whole, in part or by reference in the final contracts which may result from this RFP.

The Cooperative reserves the right to request financial and other business-related information about your firm. Your cooperation in preparing additional written responses may be required.

II. Background

The Cooperative is seeking proposals from eligible firms related to grant management services in connection with the administration of the Cooperative's requirements as it pertains to federal and state laws and regulations applicable to FEMA projects.

The Cooperative's service territory was impacted by severe storms that occurred during the evening hours of May 26, 2024, and the early morning hours of May 27, 2024. Significant damages occurred throughout the service territory that included approximately 1,200 broken poles and 2,600 locations requiring other repairs in addition to damages to substations and other buildings and distribution property.

The total estimated cost of repairs is currently estimated to be between \$25 million and \$35 million. Although Emergency restoration has been complete and all power restored, there are numerous projects and permanent repairs remaining to be completed.

The Cooperative expects that the costs for the services completed under this RFP will be reimbursed with FEMA funding. As such, all work must be completed in compliance with FEMA's rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

III. RFP Timeline

The following tentative timeline has been established for the RFP process.

- RFP made available by The Cooperative January 10, 2025
- RFP Submission Deadline January 27, 2025
- Cooperative Review of Respondent Submissions January 28, 2025
- Notifications January 29, 2025
- Contract Commencement Date February 1, 2025

IV. Scope of Services

A. Scope of Work

The Cooperative is seeking proposals from Consulting firms experienced in the field of Disaster Recovery Grants Management and Disaster Recovery Consulting Services, to provide guidance and reviews along with assisting Cooperative staff and administration with planning, contractor procurement, financial management and budgeting, and compliance.

The scope of services to be provided pursuant to this RFP includes technical, administrative, and training support, and other related services as outlined in this section, to assist Cooperative with the development, submission, and closeout of grant applications and management of all such disaster-related grants in response to a Federally declared disaster. Cooperative expects that grant funding will be primarily provided by FEMA, however, Respondents should be familiar with all available funding sources that may be available (or become available) to Cooperative. Respondents should be prepared to assist Cooperative in applying for and receiving all available funding as well as confirming no duplication between grants is occurring. Respondents should also expect to collaborate with any Cooperative staff, representatives, or contractors to complete the scope of work herein.

Respondents are advised to propose based on the entire scope of services as defined herein; however, Cooperative reserves the right to select which specific services the Respondent will provide and to add or delete services within this scope throughout the term of any resulting agreement with mutual consent.

Selected Contractor(s) will be required to follow the Code of Federal Regulations as it relates to procurement and scope of services as amended and updated. This will include working with federal agencies, State agencies, and various individuals within Cooperative. Some of the services the successful Respondents may be asked to perform include, but are not limited to, the following:

- Provide disaster claims consulting. Such efforts may include consulting on FEMA and other Federal grant agencies' programmatic and regulatory requirements related to cost estimation, bid document preparation, and construction and budget oversight.
- Identify all available funding sources for Cooperative related to their expenses associated with applicable disasters and ensure that Cooperative avoids any duplication of benefits between funding sources.
- Provide grant management advice to Cooperative related to FEMA and other Federal or State agency pass-through grants. The successful Respondent will review Cooperative's current record-keeping strategy for documentation. Respondent will assist Cooperative in developing a standard guideline as part of its plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support disaster-related costs and reimbursement from appropriate agencies. The successful Respondent is expected to coordinate with Cooperative and its representatives to maximize the use of Federal and State funding.
- Prepare and submit all grant applications to the correct governmental authority for reimbursement of eligible costs associated with applicable disasters. Meet all stated deadlines applicable to FEMA, any other applicable Federal agency, and the State's required timelines to recover full reimbursement.
- Meet with representatives of FEMA and the appropriate State agencies as necessary to discuss Cooperative's disaster-related costs and expenditures.
- Review contracts, advise Cooperative on the establishment of contracts for services or supplies related to recovery from the event, and advise on the scope of work development for said contracts.
- Prepare any required supporting documentation that must accompany the Project Worksheets, including working with Cooperative to gather details related to employee fringe benefits, overtime, etc., for labor rates to provide to FEMA or any other applicable agency.
- Work with appropriate Cooperative staff to assist the Federal or State Agency in providing the necessary information, e.g., insurance policies and personnel policies as requested by those or other agencies to complete necessary documentation for reimbursement and or grant application. Research as necessary to complete all forms.
- Assist Cooperative in completing the appropriate documentation required for Federal and State reimbursement, and the submittal of all eligible expenditures to the appropriate agencies, within required deadlines.

- Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement. Assist in tracking all documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements.
- Ensure that Cooperative understands why certain expenditures were disallowed, if any, and ensure that all appeal avenues are utilized.
- Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by Cooperative and submitted for reimbursements versus those actually received.
- Provide copies of all documentation transacted for reimbursement on behalf of Cooperative. Offer Cooperative any coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.
- Assist Cooperative to provide all necessary backup documentation, e.g., invoices, equipment usage documents, etc. that will garner full reimbursement and/or establish grant eligibility. The documentation submitted for reimbursement must withstand a FEMA, Federal, or State audit, and the successful Respondent will have to support the work for which they are assisting Cooperative.
- Assist the specialized FEMA teams as they become necessary in the process. FEMA teams may be assigned to Cooperative to review the reimbursement in this particular area. The successful Respondent would work with this team as necessary to assist in getting reimbursement for Cooperative.
- Maintain records of all the documentation provided by Cooperative submitted to any outside agency for reimbursement and provide Cooperative with said copies upon request at any point in the process.
- Assist with developing closeout strategies and procedures for Cooperative and assist Cooperative with implementation of those strategies and procedures.
- Assist with responding to any requests for audit information by any source.
- Provide miscellaneous services not otherwise described, but which Cooperative may require during the course of the contract, or any other tasks associated with FEMA grant management or documentation reimbursement process as requested by Cooperative.
- Provide periodic reports as directed by Cooperative that summarizes work performed by Contractor as well as Contractor's budget updates.

The successful Respondent will also provide Cooperative with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include the total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by small or large project, and any other relevant data.

V. Contract Agreement / Compensation

The contract awarded as a result of this RFP will include an hourly rate fee structure. The hourly rate contract awarded will include a not-to-exceed amount which the contractor exceeds at its own risk. The not-to-exceed amount may be included in the contract itself, work orders (Task Release) issued authorizing a specific scope of work, or both.

The terms and conditions of the resulting non-exclusive contract will be negotiated with successful Respondent(s). If Cooperative and the successful Respondent cannot agree on the terms and conditions of the resulting contract, Cooperative reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until Cooperative is able to enter into a contract with a Respondent that best meets its needs. The contract must include the contract provisions required by 2 C.F.R. § 200.327 and FEMA guidance.

While Cooperative anticipates awarding one contract, it reserves the right to award to more than one Respondent if it is in the best interests of Cooperative.

VI. Insurance Requirements; Safety Precautions; and Limitation of Liability

The Respondent(s) selected for award shall obtain and possess, without interruption during the performance of all services, the insurance coverages consistent with Cooperative's standard policies. If none, Cooperative and the successful Respondent will negotiate insurance requirements, and the resulting terms will be included in the contract between Cooperative and Respondent. Respondent will provide Certificates of Insurance signifying that Cooperative is named as an additional insured under each such policy as referenced in the resulting contract. The verification of such coverage shall be regarded as a condition precedent to contract execution.

The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and local safety laws, insurance requirements, standard industry practices, the requirements of the operations, and the awarded contract.

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

VII. Record Retention Requirements

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five years after completion of the contract resulting from this RFP. Cooperative shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to Cooperative at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to Cooperative at the Contractor's expense.

The Contractor will be required to allow FEMA, or any other associated State or Federal agency, to audit and/or review all documents related to the work awarded under this RFP.

VIII. Subcontracting

If the Contractor intends to subcontract any portion of the work under the awarded contract in excess of \$10,000, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Additionally, regardless of the amount of the subcontract, Contractor must not subcontract with any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. SAM exclusions can be accessed at www.sam.gov.

IX. Evaluation and Award

Cooperative will evaluate and rank the most advantageous proposals and make a selection for contract negotiation and award. The selected Respondent will be notified in writing with an intent to award letter. Cooperative reserves its right to award the contract to other than the lowest priced offeror.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by Cooperative through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of Cooperative to award the proposal to the lowest priced Respondent, and Cooperative reserves the right to award the contract to the Respondent submitting the best overall responsive proposal which is most advantageous to and in the best interest of Cooperative consistent with the evaluation criteria. Cooperative shall be the sole judge as to the proposals that best meets its best interests.

As part of the evaluation process, Cooperative may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to Cooperative's investigation. Cooperative is the sole judge in determining Respondent's qualifications.

While Cooperative allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent whose proposal is most advantageous to Cooperative.

Cooperative will not consider any proposals submitted by parties that are debarred, suspended, or otherwise excluded from participation in Federal assistance programs and activities.

I. Proposal Format

Each Respondent shall submit one electronic copy in .pdf format via email to the email address shown previously that prints in a clear, concise format, on 8½" x 11" paper, in English. The proposal shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal.

If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. Signatures are required where indicated; failure to do so may be cause for rejection of proposal. Electronic signatures are permitted.

Only one proposal may be submitted by each Respondent. Failure to submit the required documentation in the format identified below may cause the proposal to be rejected.

A. Table of Contents

B. Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent's understanding of the scope of services, evidenced by previous experience, references, and other relevant information.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority (see Exhibit D).
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.

C. Price Proposal (unlimited pages)

Cooperative will evaluate a Proposal's cost effectiveness based on Respondent's Price Proposal. Respondents are to provide a price proposal as identified in Exhibit E of the RFP.

D. Technical Approach (unlimited pages)

Provide a narrative description with an organizational chart outlining the methods of operation, operational structure, and services to be provided. This description should fully and completely demonstrate the Respondent's intended methods in performing the contract and specifically identify any obligations of Cooperative (e.g., services and operational requirements) upon which the approach is contingent. In addition, the Respondent shall describe its ability to handle its various contractual obligations.

This section shall also describe the Respondent's resources, including personnel, equipment (if applicable), and any other relevant resources. Respondent shall also identify the proportion of personnel that are employees versus independent contractors or subcontractors and, likewise, the proportion of equipment that is owned versus leased, rented, or subcontracted.

E. Successful Experience and Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education, and degrees;
- Related experience and for whom; and
- Professional certifications, licenses, and affiliations.

F. Industry Experience (unlimited pages)

Respondents shall provide a summary of work performed for non-profit cooperatives, if any, and other experience that demonstrates their understanding of electric cooperative operations and facilities. Respondents shall identify previous or current clients that operate similar facilities and describe the work performed for each, if any.

G. Similar Projects and References (unlimited pages)

Respondents shall provide a minimum of three references on the forms provided (see Exhibit F) demonstrating their experience and/or skill with similar projects. Include whether the project was completed on time and within budget. Prior experience and skill with similar entities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

H. Default, Termination, Litigation, Debarment, etc. (unlimited pages)

Respondents should provide a summary of any default, termination, litigation, or debarment against, or which named the Respondent in the past five years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, or debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Respondents must also sign and return the Certification Regarding Debarment, Suspension and Other Responsibility Matters and the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Exhibits E and F, respectively.

I. Appendix – Other Relevant and Supporting Documentation (optional)

Respondent must submit all other exhibits not identified above in this section.

J. Required Forms (Provided for Reference; No Section “J” Required in Proposal Submission)

Respondents must submit the following forms with their proposals. Failure to provide the following forms will negatively impact a proposal’s scoring.

- Conflict/Non-Conflict of Interest Statement (attached hereto as Exhibit A)
- Authorized Signatories/Negotiators (attached hereto as Exhibit B)

- Price Proposal Form (attached hereto as Exhibit C)
- References (attached hereto as Exhibit D)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (attached hereto as Exhibit E)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (attached hereto as Exhibit F)

II. Representations by Submittal of Proposals

By submitting a proposal, the Respondent warrants, represents and declares that:

1. The person(s) designated as principal(s) of the Respondent is (are) named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
2. The proposal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
3. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between Cooperative and the Respondent.
4. By signing and submitting a proposal, Respondent certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
5. Respondent recognizes and agrees that Cooperative will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

III. Protests

All decisions of Cooperative with respect to this RFP and resulting contract award will be final and not subject to challenge or protest.

IV. Exhibits

This RFP consists of the following exhibits (which are incorporated herein by reference):

- Exhibit A – Conflict/Non-Conflict of Interest Statement
- Exhibit B – Authorized Signatories/Negotiators
- Exhibit C – Price Proposal Form
- Exhibit D – References Form
- Exhibit E – Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit F – Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

END OF RFP – RFP EXHIBITS FOLLOW

Exhibit A: Conflict/Non-Conflict of Interest Statement

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Litigation Statement

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Signed, as to both statements:

Company Name

Authorized Signature

Name (Print or Type)

Title

Exhibit B: Authorized Signatories/Negotiators

The Respondent represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name	Authorized Signature
_____	_____

Name (Print or Type)	Title
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The Respondent shall complete and submit the following information with the proposal:

Type of Organization

- Sole Proprietorship Partnership
- Joint Venture Corporation
- Other: _____

State of Incorporation: _____

Federal I.D. Number: _____

E-mail Address: _____

Exhibit C: Price Proposal

Respondents must submit a price proposal using this Price Proposal form. Prices shall be on an hourly rate basis and cover the cost of any necessary labor and equipment. If any costs or expenses are not included in the attached Price Proposal form, specify the nature of these costs or expenses and provide an estimated dollar value that Respondent reasonably expects to be incurred.

Unless otherwise indicated in this Scope of Services, all services performed under this contract shall be paid in accordance with this Price Proposal and any resulting Task Release, which may include a reasonable not-to-exceed amount that the Contractor exceeds at its own risk, as required by 2 C.F.R. § 200.318(j). An authorized representative of the Respondent offering this proposal must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Respondent.

Any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Price Proposal Form (or elsewhere) is approximate only and not guaranteed by Cooperative.

Respondent: _____

By: _____

Date: _____

PROPOSED HOURLY RATES

Respondent may offer different or additional labor categories by attaching a separate sheet. Respondent must provide job descriptions for each labor category. Evaluation of pricing will compare rates based on job descriptions, rather than job title, as appropriate.

Item No / Position Description	Job Description	Unit Price Per Hour
1. Project Executive/Contract Manager		\$
2. Project Manager		\$
3. Public Assistance Specialist		\$
4. Project Specialist		\$
5. Administrative Support/Data Manager		\$
6. Subject Matter Expert		\$
7. Closeout Specialist		\$

Labor rates shall include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned, including any costs associated with necessary software or data management.

Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved by Cooperative.

Exhibit D: References

List three references for whom you have provided similar projects successfully completed in the past five years. Attached additional sheets if necessary.

Completed Project #1

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #3

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

Nonprocurement Transaction: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)

Lower-Tier Covered Transaction: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount

Participant: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)

Principal: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)

System for Award Management (SAM) Exclusions: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).

Debarment: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)

Suspension: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

Ineligible or Ineligibility: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

Person: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)

Proposal: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.

Voluntary Exclusion: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)

Voluntarily Excluded: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 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 signing or certifying and submitting this proposal or agreement 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 signing or certifying and submitting this proposal or agreement that it will include the 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 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 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 Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, 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.

Contractor Name

Contract Number

Name

Title

Signature

Date

Exhibit F: Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

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 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 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 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date