

MONROE COUNTY

MONROE COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

FOR

WASTEWATER AND GREASE TRAP PUMPING

FOR THE

MONROE COUNTY BOARD OF EDUCATION

BID NUMBER -- BOE1209-06-24

Monroe County Department of Finance
103 College Street South Ste 9
Madisonville, Tennessee 37354
(423) 442-9383

Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383

Bid Prepared By:

Invitation to Bid Number:

Monroe County Finance Department

BOE1209-06-24

June 27, 2024

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **2:00 PM (EST.)** local time prevailing, **June 27, 2024**, and then publicly opened and read for Waste Water and Grease Trap Pumping for the Monroe County Board of Education, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

I. Award

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids/Proposals

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents: erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of

Bid/Proposal. Bidder/Proposer shall notify the County no

less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-113 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A.

§ 12-4-113. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-113.

8. Submission of Bids/Proposals

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$50,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the

modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposals

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

11. Qualifications of Bidder/Proposers

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

IS. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all services described or specified.

16. Acceptance of Bid/Proposal Content

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

18. Standard Contract

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

I. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

S. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice-Title VI of the 1964 Civil Rights Act

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

Scope of Bid for Board of Education

1. Provide all labor, tools, and material to pump 11 (eleven) grease traps located at schools throughout Monroe County. It is the intention of Monroe County Board of Education to establish a contract with a qualified supplier for removal of waste water and grease who can meet our specifications, terms, and conditions as specified herein.
2. The approximate gallons of grease and waste water to be removed for 2024/2025 school year is 207,000 gallons.
3. It is expected that the successful bidder will pump out every unit five times per year in the following months: January, March, May, September, and November.
4. The successful bidder will be asked to pump septic tanks located in the county. This will be on an as needed basis and not part of this bid. Fees for septic tank pumping will be negotiated at the time of service.

General Requirements

The successful bidder must:

1. Provide manifests of amount of removal per unit.
2. Pump ALL waste water and grease from grease traps.
3. Clean walls and bottoms of grease traps.
4. Provide all applicable equipment and personnel to clean and remove grease and waste water from grease traps.
5. Assure removal will be in accordance to all laws, rules, and regulations of the State of Tennessee, Tennessee Department of Environment and Conservation, The Environmental Protection Agency, and all Municipal Codes in towns where grease traps are located.
6. Work in cooperation with school personnel. All pumping will be worked around the school schedule. NO PUMPING WILL BE ALLOWED ON WEEKENDS WITHOUT AUTHORIZATION FROM THE MAINTENANCE DEPARTMENT.
7. Understand that all pumping must be completed within 10 (ten) working days each month.
8. A single invoice for each pump/cleaning cycle will be provided to the county with a line item for each grease trap and will include the number of gallons pumped from each trap.

School Sites and Tank Sizes

1. Rural Vale School - 3000 gallons
2. Tellico Elementary - 1500 gallons
3. Tellico Jr. High - 1500 gallons
4. Tellico High - 1500 gallons
5. Madisonville Primary - 3000 gallons
6. Madisonville Middle - 2000 gallons
7. Madisonville Intermediate 1500 gallons
8. Sequoyah High - 1000 gallons
9. Vonore Elementary - 1500 gallons
10. Vonore Middle - 3000 gallons
11. Sweetwater High - 1000 gallons

Award

The contract award, if made, will be to the vendor whose bid meets the specifications and conditions set forth, and whose bid is most advantageous to the County. Price shall be an evaluation factor as well as the qualifications and ability of the vendor to provide the requested products, and past performance history. Monroe County reserves the right to reject any and all bids submitted.

The successful vendor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful vendor to accept these obligations in a contractual agreement may result in cancellation of the award.

Monroe County reserves the right to incorporate standard county provisions into any contract negotiated as a result of any bid submitted in response to the bid.

The company shall not engage the services of any person employed by Monroe County Government, including any department, commission, or board thereof without written consent of the County.

It is understood that the vendor's officers and employees are in no way considered employees of Monroe County.

CONTRACT TERMS

The contract period shall be for one (1) year commencing July 1, 2024 through June 30, 2025. The contract may be renewed annually for up to four (4) additional years, in 12-month increments, if agreeable to both parties and reduced to written form. At any time during the bid period, Monroe County will reserve the right to review all categories bid. Monroe County reserves the right to re-bid any category because of poor quality, service or price escalations.

CONTRACT PRICING

Prices quoted shall be firm for the one (1) year contract period. Prices may be negotiated prior to any contract renewal. Monroe County reserves the right to reject any prices escalations. If accepted, the adjusted price shall be in effect for at least the next (1) year contract term.

Invoicing

Invoices must contain date, product provided, and the purchase order number for that product. Invoices will be paid within thirty (30) days once received. **The vendor is not to provide any products for the County without a purchase order in place.**

Record Retention

Records should be maintained by vendor for three years from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract and Monroe County Government is required to have access to all said records.

Clarification of the Specifications

If additional information is necessary to enable a vendor to make an interpretation of the specifications, email such questions to casey.raper@monroetn.gov. Only questions submitted by email will be answered.

Response Submission

In order to facilitate the bid evaluation process, one (1) original and one (1) exact copy of the bid must be submitted to the Purchasing Department. All bids must be packaged, sealed, and show the following information on the outside of the package:

Company's Name and Address
Bid Number & Title and Proposal Due Date & Time

Submit to:
Monroe County Finance Department
Attn: Casey Raper
103 College Street South, Ste. 9
Madisonville, TN 37354

MUST BE SUBMITTED IN BID PACKET

- One original and one exact copy of Bid
- Completed Litigation History
- References
- W-9
- Certificate of Insurance
- Completed USDA Form AD-1048
- Completed Certification Regarding Lobbying Form

BID PRICE

Total bid price for Board of Education: \$ _____

REFERENCES

Please provide three references for which the company has provided waste water and grease pumping services for in the past three years.

- 1. **Name:** _____ **Phone Number:** _____
Address: _____
- 2. **Name:** _____ **Phone Number:** _____
Address: _____
- 3. **Name:** _____ **Phone Number:** _____
Address: _____

Litigations (This section must be completed)

The prospective vendor shall identify by name, docket number, and Court, all litigations to which the prospective vendor has been a party from January 2005 to present.

NO _____
YES _____

Name of Case (include case or docket number): _____

Court in which case is filed: _____

Description of claims that are subject to any litigations: _____

Decision/Verdict of case if concluded:

BIDDER INFORMATION:

Name of Bidder:

_____ (Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above-named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation with other person firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of t11e Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____
(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address <i>(if different from above)</i> :		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:	State:	

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. 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 proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being 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 may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, 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 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 sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____ **Date:** _____

(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ **Date:** _____

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____

Name of Grantee

Title of Grant Program