

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 17-181-R  
AMENDMENT NUMBER 6**

This Amendment Number 6 is made on the date of execution by the County and amends Agreement Number 17-181-R (“Main Agreement”) dated 10/1/2017 between JDL Ventures, dba Jeffrey’s Catering Co. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

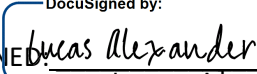
The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. REPLACE EXHIBIT C – LOCATION LIST WITH THE ATTACHED EXHIBIT C – REVISED LOCATION LIST
  
2. ADD THE ATTACHED EXHIBIT D, REQUIRED CONTRACT CLAUSES FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE FUNDING

All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

DocuSigned by:  
  
 SIGNED: \_\_\_\_\_  
 PRINT NAME: Lucas Alexander  
 TITLE: Procurement Officer  
 DATE: 2/11/2022

JDL VENTURES, INC.

DocuSigned by:  
  
 SIGNED: \_\_\_\_\_  
 PRINT NAME: Julian Breeden  
 TITLE: General Manager  
 DATE: 2/10/2022

**EXHIBIT C – REVISED LOCATION LIST**

All meals must be individually packaged and include utensils and napkins. The County will pay the Contractor an additional delivery fee of \$25 for the delivery of a hot dinner to the site/s.

Location/Program	Type of Meals	Days to be Delivered	Time of Delivery	# of Meals	Unit Price	Bill To
Home Delivered Meals – 601 N Vermont St. Arlington, VA 22203 (Church, north parking lot)	Hot & Cold	Wednesday	11:00 AM	Up to 400 (200 hot; 200 cold)	\$5.07	Aging & Disability Services Rachel Coates, Project Officer <a href="mailto:aaa@arlingtonva.us">aaa@arlingtonva.us</a>
Clarendon House 2120 Washington Blvd. Arlington, VA 22204 (use front entrance)						Behavioral Health Division, BHD Rebecca Wright, Project Officer <a href="mailto:rwright@arlingtonva.us">rwright@arlingtonva.us</a>
	Hot Lunch	Mon - Fri	11:30 AM	25	\$4.99	
	Hot Dinner	tbd occasionally	5:00 PM	tbd	\$4.99	
Crisis Intervention Center Emergency Services 2120 Washington Blvd. Arlington, VA 22204 (use entrance on right side of the building)						BHD Arnecia Moody, Project Officer <a href="mailto:amoody1@arlingtonva.us">amoody1@arlingtonva.us</a>
	Frozen Breakfast	tbd – 2 x week		tbd	\$3.97	
	Frozen Lunch	tbd – 2 x week	11:30 AM	tbd	\$4.99	Deliver frozen breakfast, lunch and dinner meals together at 11:30 AM twice per week (days tbd).
	Frozen Dinner	tbd – 2 x week		tbd	\$4.99	
Homeless Shelter 1554 Columbia Pike Arlington, VA 22204				No more than 44 meals		Economic Independence Division, EID Triina Van <a href="mailto:Dhssheltercontracts@arlingtonva.us">Dhssheltercontracts@arlingtonva.us</a>
	Hot Breakfast	Mon – Sun	8 AM	TBD	\$3.97	

	<b>Boxed Lunch</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$4.99</b>	
	<b>Hot Dinner</b>	<b>Mon – Sun</b>	<b>6 PM</b>	<b>TBD</b>	<b>\$4.99</b>	
	<b>Vegetarian Hot Breakfast</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$4.37</b>	
	<b>Vegetarian Boxed Lunch</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$5.54</b>	
	<b>Vegetarian Hot Dinner</b>	<b>Mon – Sun</b>	<b>6 PM</b>	<b>TBD</b>	<b>\$5.54</b>	
	<b>Vegan Hot Breakfast</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$4.37</b>	
	<b>Vegan Boxed Lunch</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$5.54</b>	
	<b>Vegan Hot Dinner</b>	<b>Mon – Sun</b>	<b>6 PM</b>	<b>TBD</b>	<b>\$5.54</b>	
<b>Days Inn, 3030 Columbia Pike, Arlington, VA 22204*</b>	<b>Hot Breakfast</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$3.97</b>	<b>Economic Independence Division, EID Noelle Joukar, Project Officer EIDAP@arlingtonva.us</b>
	<b>Boxed Lunch</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$4.99</b>	
	<b>Hot Dinner</b>	<b>Mon – Sun</b>	<b>6 PM</b>	<b>TBD</b>	<b>\$4.99</b>	
	<b>Vegetarian Hot Breakfast</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$4.37</b>	
	<b>Vegetarian Boxed Lunch</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$5.54</b>	
	<b>Vegetarian Hot Dinner</b>	<b>Mon – Sun</b>	<b>6 PM</b>	<b>TBD</b>	<b>\$5.54</b>	
	<b>Vegan Hot Breakfast</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$4.37</b>	
	<b>Vegan Boxed Lunch</b>	<b>Mon – Sun</b>	<b>8 AM</b>	<b>TBD</b>	<b>\$5.54</b>	
	<b>Vegan Hot Dinner</b>	<b>Mon – Sun</b>	<b>6 PM</b>	<b>TBD</b>	<b>\$5.54</b>	
<b>Additional location(s) TBD</b>						

\* The County will notify the Contractor two days prior to the anticipated start date of a new site and two weeks prior to the anticipated closure date of an existing site.

## EXHIBIT D

### REQUIRED CONTRACT CLAUSES FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE FUNDING

This project or work may be funded in whole or in part by grants from the Federal Emergency Management Agency (FEMA). The award of any contract is subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200, Appendix II requiring compliance with purchasing procedures and standards.

Contractor is responsible for ensuring its compliance with all applicable FEMA requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FEMA requirements.

Upon request of the County or FEMA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FEMA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance at all tiers.

The following required contract clauses will be incorporated by reference in any contract awarded by the County. These provisions and required contract clauses are in addition to other General Contract Terms, Specifications, Special and Technical Specifications. Some provisions and clauses require the Contractor to execute and submit certain required certifications, which are included herein. Failure to execute and submit required certifications may render a contract null and void.

#### **DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

This provision applies to any contract greater than \$250,000.

## **TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

### **A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must

promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

This provision applies to any contract greater than \$10,000.

**EQUAL EMPLOYMENT OPPORTUNITY**

**41 C.F.R. Part 60-1.4(b)**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency

and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceeding

This provision only applies to construction contracts.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
**40 U.S.C. 3701**  
**29 C.F.R. § 5.5(b)**

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and



Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

This provision is applicable if the contract sum is over \$100,000 and involves employment of mechanics or laborers.

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

**40 U.S.C. §7401-7671(q)**

**33 U.S.C. §1251-1387**

**29 C.F.R. § 5.5(b)**

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Arlington County and understands and agrees that Arlington County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Arlington County and understands and agrees that Arlington County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

This provision applies to any contract greater than \$150,000.

**SUSPENSION AND DEBARMENT**

**Executive Order 12549 (1986)**

**Executive Order 12689 (1989)**

**2 C.F.R. Part 3000**

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Arlington County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Arlington County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while any offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**The Contractor must complete the certificate entitled *Certification Regarding Debarment, Suspension and Other Responsibility Matters (Attachment A)*.**

This provision applies to any contract greater than \$25,000.

**BYRD ANTI-LOBBING AMENDMENT**

**31 U.S.C. 1352**

**45 C.F.R., Part 18, Appendix A**

Byrd Anti-Lobbing Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by

31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**The certificate entitled *Certification Regarding Lobbying (Attachment B)* must be completed and returned with your bid/proposal.**

This provision applies to all contracts. If the contract is greater than \$100,000, the Contractor must submit Attachment B.

**PROCUREMENT OF RECOVERED MATERIALS**  
**42 U.S.C. § 6962**  
**Section 6002 of the Solid Waste Disposal Act**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>. (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

This provision is applicable if the contact involves the use of materials (e.g. debris removal or other services).

**ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation or additional time, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation or time. The Contractor will not receive any additional compensation or time pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

This provision is applicable to all contracts.

**ACCESS TO RECORDS AND REPORTS**  
**DHS Standard Terms and Conditions v.3.0 (2013)**

Access to Records - The following access to records requirements apply to this Contract:

- (1) The contractor agrees to provide Arlington County, the FEMA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, Arlington County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

This provision is applicable to all contracts.

**DHS SEAL, LOGO, AND FLAGS**  
**DHS Standard Terms and Conditions v.3.0 (2013)**

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This provision is applicable to all contracts.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

Upon execution of the contract, the contractor acknowledges that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

This provision is applicable to all contracts.

**NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

This provision is applicable to all contracts.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

This provision is applicable to all contracts.

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By signing and submitting this Certification, the contractor certifies as follows:

This certification is a material representation of fact relied upon by Arlington County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Arlington County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while any offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The contractor certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the contract award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Jeffery's Catering Co.  
Company Name

Lilian Breeden - General Manager  
Printed Name & Title of Authorized Representative

  
Signature of Authorized Representative

4/13/20  
Date

I am unable to certify to the above statements. My explanation is attached.



**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING PURSUANT APPENDIX A, 44 C.F.R., PART 18**


The undersigned [Contractor] 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 making lobbying contacts to 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.

The Contractor, Jeffery's Catering certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Lilian Breeden Printed Name of Contractor's Authorized Official

General Manager Title of Contractor's Authorized Official

4/13/20 Date