



PURCHASING COOPERATIVE

18639 – 80th Ave. S. ♦ P.O. Box 5550 ♦ Kent, WA 98064-5550 ♦ Phone 425-251-8115 ♦ Fax 253-395-5402 ♦ www.kcda.org

INVITATION FOR BID
ON
PUGET SOUND JOINT PURCHASING
COOPERATIVE - DISPOSABLES
BID #07-276

Time and Place for Filing

on or before 2:00 P.M., May 9, 2007

King County Directors' Association
Purchasing Department
18639 80th Ave. S.
Kent, Washington 98064-5550
(425) 251-8115, XT 143

Note: Each bid is to be filed in a separate envelope and marked with the appropriate bid name and time of opening. All bids must be at KCDA's offices on or before the time shown above or they will not be accepted. Neither faxed, bids sent via e-mail, nor "postage due" bids will be accepted. Bids sent via Federal Express, Express Mail or other overnight delivery services must be sent to KCDA's street address.

A handwritten signature in black ink, appearing to read "Dave Uglem". The signature is fluid and cursive.

Dave Uglem, Purchasing Manager
King County Directors' Association
duglem@kcda.org

Published in the Daily Journal of Commerce
April 9, 2007 and April 16, 2007



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P.S.J.P.C. - DISPOSABLES BID #07-276

The undersigned offers and agrees, if this bid be accepted, to furnish any or all of the items upon which prices were quoted, at the prices set opposite each item, F.O.B. delivery point specified in the invitation for bids, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

Terms are: ____%, 30 Days

Contract Prices Offered:

- 1. Firm for annual contract (365 days from bid award date) ()
- 2. Firm for initial order only (One time order only) ()
- 3. Variable by item/group (List on Terms by Manufacturer Page) ()
- 4. Product Return Fee (if any) _____

FIRM NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME: (Typed or Printed in Ink) _____

TITLE: _____

TELEPHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____

If you are not responding to this bid, please list your company name and address check one of the following lines and return to KCDA:

- Keep our name on the list of bidders for this bid _____
- Remove our name from the list of bidders for this bid _____
- Remove our name from the list of bidders for all bids _____

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Section 100
Instructions to Bidders

1.01 NOTICE TO PROSPECTIVE BIDDERS:

Sealed bids will be accepted by King County Directors' Association and will then be publicly opened and read aloud in the Board Room at King County Directors' Association located at 18639 80th Ave. S., Kent, WA 98032.

Bid Title: Puget Sound Joint Purchasing Cooperative - Disposables Bid #07-276

Bid Opening Date: May 9, 2007

Bid Opening Time: 2:00 P.M.

Advertisement Dates: April 9, 2007 and April 16, 2007

King County Directors' Association Board Meeting and anticipated award date: June 15, 2007

1.02 BID DOCUMENTS:

Each bid shall be in accordance with specifications now on file in the Purchasing Offices of the King County Directors' Association located at 18639 80th Ave. S., Kent, WA 98032.

Copies of the bid documents may be obtained from the Purchasing Office. Prospective bidders who desire to have bid packets mailed to them may call the Purchasing Office at (425) 251-8115.

No bidder may withdraw his/her bid after the time set for opening thereof, unless the award of contract is delayed for a period exceeding 45 days.

1.03 CALL FOR BIDS:

Sealed bids will be received on behalf of the Joint Purchasing Cooperative by King County Directors' Association, located in Kent, State of Washington, county of King, herein after referred to as K.C.D.A. titled "Puget Sound Joint Purchasing Cooperative-Disposables Bid #07-276" until 2:00 P.M. on May 9, 2007.

This bid is a Joint Purchasing Cooperative effort by and between the Aberdeen School District #5, Anacortes School District #103, Arlington School District #16, Auburn School District #408, Bainbridge Island School District #303, Bellevue School District #405, Bellingham School District #501, Bethel School District #403, Blaine School District #503, Burlington School District #100, Cascade School District #228, Chimacum School District #49, Cle-Elum School District #404, Concrete School District #11, Conway School District #317, Darrington School District #330, Dieringer School District #343, Easton School District #28, East Valley School District #90, Eatonville School District #404, Edmonds School District, #15, Ellensburg School District #401, Elma School District #68, Enumclaw School District #216, Everett School District #2, Federal Way School District #210, Fife School District #417, Franklin Pierce School District #402, Grandview School District #200, Granger School District #204, Griffin School District #324, Highland School District #203, Highline School District #401, Hood Canal School District #404, Issaquah School District #411, Kent School District #415, Kittitas School District #403, Lake Chelan School District #129, Lake Stevens School District #3, Lakewood School District #306, Lopez School District #144, Lynden School District #504, Mabton School District #120, Manson School District #19, Meridian School District #505, Montesano School District, Morton School District #214, Mount Adams School District #209, Mount Baker School District #214, Mount Vernon School District #320, Muckleshoot Tribal School, Naches School District #JT3, New Hope Industries, Nooksack Valley School District #506, North Mason School District #403, North River School District #200, Northshore School District #417, North Thurston School District #3, Oakville School District #400, Ocosta School District #172, Olympia School District #111, Onalaska School District #300, Orcas island School District #137, Orting School District #344, Pe Ell School District #301, Port Townsend School District #50, Prosser School District #116, Quilcene School District #48, Rainier School District #307, Raymond School District #116, Renton School District #403, Riverview School District #407, San Juan island School District #149, Seattle Public Schools #1, Secret Harbor School District, Sedro Woolley School District #101, Selah School District #119, Shelton School District #309, Shoreline School District #412, South Kitsap School District, Stanwood School District, Sultan School District #311, Sumner School District #320, Sunnyside School District #201, Tacoma School District, Tahoma School District #409, Tenino School District #402, Thorp School District #400, Toppenish School District #202, Tumwater School District #33, Union Gap School District #2, University Place School District #83, Wah He Lute Indian School, Wapato School District #207, Wenatchee School District #246, West Valley School District #208, Willapa Valley School District #160, Yelm School District #2 and the Zillah School

District #205. The Co-op reserves the right to add or delete members throughout the contract period at the Co-op's discretion.

1.04 FORM OF BID:

Bids shall be made on the bid forms provided with all blank spaces fully completed. Only the amount of information requested on the bid form will be considered in the evaluation of the bid. The completed forms shall be without interlineation, alternation or recapitulation of work to be done. Erasures and/or corrections in the bid must be initialed by the person signing the bid.

In case of a discrepancy between a unit price and its extended total price, the unit price reflecting the stated pack size being bid will be presumed to be the correct one. All prices bid shall exclude Washington State sales tax, however, invoices submitted for payment shall include Washington State sales tax if required by state law.

All discounts and distributor rebates will pass through to the purchase price.

Any bid or alternate bid that attempts to alter the Terms and Conditions of the original bid will not be accepted.

Section 100
Instructions to Bidders

1.05 CERTIFICATION:

In order for this to be valid, the following must be signed and returned:

The Signature Page for each bid must be signed by a person or persons duly authorized with ink in longhand in the name of the bidder with his/her usual signature and submitted along with the bid form. The full name and address of each person signing shall be typed or printed below the signature.

The Affirmative Action Contact Compliance statement.

Disclosure of Lobbying Activities.

Certification Regarding Lobbying Child Nutrition Programs.

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

1.06 SUBMISSION OF BIDS:

Bids shall be enclosed and sealed in an envelope with the bid name and number listed in the lower left-hand corner. Bidder shall complete company name, address and zip code in the top left-hand corner of the envelope. It shall be the responsibility of the bidder to see that his/her bid is received at the designated opening time.

No responsibility will be taken by K.C.D.A. for delays in the U.S. mail, any express or overnight service, internal mail, wrong address, misrouting or wrong delivery by any bidder. K.C.D.A. will acknowledge receipt of hand delivered bids if requested. Any bid received after the date and hour scheduled, regardless of how it was received, will be returned.

Bids delivered by hand should be delivered to:

King County Directors' Association (K.C.D.A.) Office
18639 80th Ave. S.
Kent, WA 98032

All bids must be delivered to the KCDA Office. Faxed bids and "postage due" bids will not be accepted. Bids sent via United Parcel Service, are being delivered to KCDA's warehouse and are not guaranteed of reaching KCDA's offices by the bid opening time. Bids sent via Federal Express, Express Mail, or other overnight service must be sent to KCDA's street address.

1.07 REJECTION OF BIDS:

The K.C.D.A. Board of Directors reserves the right to reject any or all bids or any part thereof, to award bids or make split awards in the best interest of their member districts, and to waive any irregularities and/or informalities in the bidding for good cause as permitted by law. The KCDA Board of Directors will select for award, whatever bids they determine to be the best value to the members of the cooperative to the extent permitted by law.

All bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of a bidder to receive or examine any form, instruments, addendum or any other documentation shall in no way relieve any bidder from obligations with respect to his/her bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

1.08 INTERPRETATION OF SPECIFICATIONS AND CONTRACT:

Bidders who are unsure of the meaning of any part of the specifications or the contract documents, or finds discrepancies in the instructions of this bid, shall submit to the Purchasing Manager of KCDA a written request for interpretation or correction. Such request shall be submitted not later than 10 calendar days prior to the date specified for receipt of bids.

Any interpretation or correction of the bid documents will be made in writing by addendum duly issued to all bidders. No oral interpretation of any provision in the contract documents will be made to any bidder.

Section 100
Instructions to Bidders

1.09 MODIFICATIONS:

Any modifications to the bid documents which are not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the invitation. No oral or telephone modification of any bid submitted will be considered.

1.10 WITHDRAWAL OF BID:

Any bidder may withdraw his/her bid, either personally or by written request, at any time PRIOR to the scheduled time for opening of the bids.

1.11 EVIDENCE OF QUALIFICATION:

A bidder whose proposal is under consideration, upon request of the K.C.D.A. Purchasing Manager or the Joint Purchasing Cooperative Board, shall submit promptly, satisfactory evidence of his/her ability to perform, satisfactory evidence of financial resources such as gross annual sales, equipment available to execute the contract, number of employees and experience with school districts to meet the contract requirements.

End of Section 100

Section 200
General Terms and Conditions

2.01 AGREEMENT:

The Aberdeen, Anacortes, Arlington, Auburn, Bainbridge, Bellevue, Bellingham, Bethel, Blaine, Burlington, Cascade, Chimacum, Cle-Elum, Conway, Darrington, Dieringer, Easton, East Valley, Eatonville, Edmonds, Ellensburg, Elma, Enumclaw, Everett, Federal Way, Fife, Franklin Pierce, Grandview, Granger, Griffin, Highland, Highline, Hood Canal, Issaquah, Kent, Kittitas, Lake Chelan, Lake Stevens, Lakewood, Lopez, Lynden, Meridian, Montesano, Morton, Mabton, Manson, Meridian, Montesano, Morton, Mount Adams, Mount Baker, Mount Vernon, Naches Valley, Nooksack, North Mason, North River, Northshore, North Thurston, Oakville, Ocosta, Olympia, Onalaska, Orcas island, Orting, Pe Ell, Port Townsend, Prosser, Quilcene, Rainier, Raymond, Renton, Riverview, San Juan Island, Seattle, Secret Harbor, Sedro Woolley, Selah, Shelton, Shoreline, Sumner, Sunnyside, Tacoma, Tahoma, Tenino, Tukwila, Tumwater, Union Gap, University Place, Willapa Valley, Yelm School Districts and Muckleshoot and Wa He Lute Tribal Schools (hereinafter call the Joint Purchasing Cooperative) and the undersigned Bid Administrator (hereinafter called K.C.D.A.) agree to fulfill all obligations as hereinafter set forth. This document shall contain the entire agreement and shall not be varied except by an instrument in writing signed by both parties. All parties hereby acknowledge full understanding of the extent of work involved and all other provisions of this agreement. It is further provided that no liability shall attach to the districts by reason of entering into this agreement except as expressly provided herein.

2.02 CONTENTS:

This agreement shall consist of several sections as listed below and all sections shall be an essential part of this agreement.

- Instruction to Bidders
- General Terms and Conditions
- Bid Form and Technical Specifications

Contract Forms:

- Affirmative Action Contract Compliance Statement
- Debarment Certification
- Disclosure of Lobbying Activities
- Certification Regarding Lobbying Child Nutrition Programs

2.03 ASSIGNMENT OF CONTRACT:

Assignment of the rights and duties under the contract resulting from this invitation to bid is not permitted unless authorized in writing by KCDA.

2.04 AWARD OF CONTRACT:

The contract shall be awarded to the lowest responsible bidder as defined in R.C.W. 43.19.1911, only after evaluation and acceptance by the Joint Purchasing Cooperative Board of proposed items and services to be supplied and approval by the K.C.D.A. Board of Directors.

The Cooperative reserves the right to split by grouping the award of this package in order to secure the most favorable price.

The PSJPC Disposable Bid #07-276 will be awarded by the KCDA Board of Directors on June 15, 2007.

2.05 FORM OF CONTRACT:

These bid documents as signed by the bidder, together with the purchase order signed by the member district shall be the contract between both parties. The participating school district's standard purchase order general terms and conditions are hereby referenced and become a part of the contract between the parties. If there is a conflict between the general terms and conditions of the individual school districts and this document, this bid document shall prevail.

Section 200
General Terms and Conditions

2.06 CONTRACT DURATION:

This contract is for the 2007-2008 school year, beginning August 1, 2007, and ending July 31, 2008. Deliveries shall begin in August, 2007.

By Agreement of both parties, the contract may be renewed on identical terms and conditions for an additional one (1) year period for a maximum of four (4) years.

Increases in pricing for the second and ensuing years of the agreement may be opened to negotiations with the Joint Purchasing Cooperative Board. The Joint Purchasing Cooperative Board will require the successful bidder to furnish evidence of increase cost of doing business.

K.C.D.A. shall notify the successful bidder, in writing, 60 days before expiration date of the agreement of its intention to renew this agreement. The successful bidder shall have 30 days from receipt of such notice to enter into negotiations for price increases. K.C.D.A. shall have 30 days to accept or reject the proposed increases. A rejection of the proposed increases will constitute a decision not to renew the agreement unless the successful bidder agrees the agreement may be renewed at the current pricing. Should the successful bidder not respond to the "Notice to Enter into Negotiations for Price Increases", the agreement may be renewed at the current pricing. All correspondence under this section is to be made by Certified Mail.

2.07 PURCHASED PRODUCT QUANTITIES:

Each member district shall be able to aggregate case quantities of bid item purchases. Deliveries shall be made in full case quantities. Successful bidder(s) agree to supply a monthly sales history to all schools who request it and a yearly total of product supplied to the cooperative's agent who issues this bid.

2.08 DELIVERY:

All products are to be delivered as coordinated with the designated food service representative from each participating school district. All items shall be delivered F.O.B. destination as specified by each participating member district's food service representative.

2.09 CASH DISCOUNTS:

The bidder shall warrant that any cash discount offered to the member districts fairly represents manufacturing, selling or delivery cost savings resulting from the quantity sale and that such discount is reasonably available to all purchasers. However, when any discount period is compatible with the member district's payment cycle, such discount will be taken.

2.10 WARRANTY:

Product must be warranted and fit for the purpose for which intended.

2.12 MANNER OF PAYMENT:

Payment will be made by the individual, participating school districts on receipt of ordered items in good condition and receipt of correct invoice.

2.13 AFFIRMATIVE ACTION CONTRACT COMPLIANCE:

Bidders who desire to provide the districts with equipment, supplies and/or services must comply with the requirements as set forth in the district "Affirmative Action Contract Compliance Statement", a copy of which is appended to the bid. This form must be signed and returned as part of the bid package in order to be considered as a qualified bidder.

2.14 EXCLUSIVITY:

The member districts agree to use the successful bidder as an exclusive source for the majority of items and services as listed herein. If the bidder cannot provide any product, the member districts reserve the right to look for other sources.

Section 200
General Terms and Conditions

2.15 HOLD HARMLESS AGREEMENT:

The Contractor will indemnify, save harmless and defend the membership and KCDA, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

2.16 ESCALATION CLAUSE:

If the bidder's cost changes during the duration of the contract period, the members shall be informed in writing prior to the delivery, invoice or payment for product(s) at the adjusted unit price. Listed fixed fee cost per case above distributor cost may not be changed during the contract period.

2.17 PRODUCT CHANGES:

If a previously approved product becomes non-competitively priced during the duration of the contract period, the Joint Purchasing Cooperative Board may request the bidder to secure a price reduction from the supplier and/or request the bidder to change products.

The bidder shall not change or substitute product brand or specification of any item without prior written approval of the ordering member. If the bidder decides to substitute products without prior written approval, the bidder shall be responsible for providing the item(s) at the contracted price.

In the event new products are introduced into the market place that will better serve the food service interests of the member districts, the Joint Purchasing Cooperative Board, upon approval by majority vote of members present, may elect to substitute the new product for a like item contracted in the bid.

2.18 DEFAULT:

The Joint Purchasing Cooperative Board, by written notice, may terminate this contract, in whole or in part, for failure of the bidder to perform any of the provisions hereof. In such event, the bidder shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided that, if it is determined for any reason that the bidder was not in default or the bidder's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience.

2.19 FORCE MAJEURE

The contractor is not liable for the consequences of any failure to perform or default in performing any of its obligations under this agreement, if that failure or default is caused by unforeseeable force majeure, beyond the control of and without the fault of negligence of the contractor. For the purposes of this agreement, force majeure will mean war (whether declared or not), revolution, invasion, insurrection, riot, civil commotions, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strike, acts of restraint of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

2.20 TERMINATION FOR CONVENIENCE:

The Joint Purchasing Cooperative Board may terminate this contract, in whole or in part, upon 30 days prior written notice.

2.21 DISPUTES:

Except as otherwise provided in this contract, any dispute concerning questions of fact arising under this contract which is not disposed of by agreement, shall be decided by KCDA's Board of Directors. In turn, KCDA's Board of Directors shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the bidder.

This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for above. Provided, that nothing in this contract shall be construed as making final the decision of the Joint Purchasing Cooperative or KCDA's Board of Director's on a question of law.

2.22 LAW:

The bidder must be in compliance with any and all federal, state, and local laws that may affect this bid. The laws of the State of Washington shall govern any order resulting from this offer and the venue of any action brought hereunder shall be in the Superior Court, County of King, State of Washington or Federal Court Western District Northern Division.

Federal debarment and suspension forms are attached. These forms are an integral part of this bid and must be completed, signed and returned as part of the bid package in order to be considered as a qualified bidder.

End of Section 200

DEBARMENT AND SUSPENSION

Sponsor is prohibited from contracting a company or individual that has been debarred or suspended in accordance with 7 CFR Part 3017. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000. Rather, it applies to new contracts and extensions or renewals of existing contract of \$100,000 or more and to contracts for audit services, regardless of amount. This prohibition does not apply to proposed debarments.

Debarment Procedures:

Upon receipt of information concerning the existence of a cause for debarment, Food and Nutrition Service (FNS) must investigate and determine whether debarment is the appropriate course of action. If so, FNS issues a notice of proposed debarment to the company or individual, explaining the cause for the action and the procedures for opposing the proposed debarment.

A notice of proposed debarment does not excuse a company or individual from fulfilling existing contracts involving federal non-procurement programs. Furthermore, a company or individual may continue to enter into new contracts or extend or renew existing contracts involving federal non-procurement programs during this period of time.

Within 30 days after receipt of the notice of proposed debarment, the company or individual may submit information in opposition to the proposed debarment. Should FNS determine that debarment is appropriate, the company or individual is debarred for a period of time which reflects the seriousness of the cause, generally not to exceed 3 years.

During the period of debarment, the company or individual is excluded from any transactions involving federal non-procurement programs, including the extension or renewal of existing contracts. However, a debarred company or individual is not excused from fulfilling contract that involves a federal non-procurement program and that is in existence at the time of the debarment. For example, a company or individual which is debarred by FNS and which is under contract to supply milk to a sponsor receiving funds under the Child and Adult Care Food Program may continue to do business under that contract, but no extension or renewal of that contract is permitted.

Compliance Agreement:

The existence of a cause for debarment does not necessarily require that a company or individual be debarred, if FNS determines that the company or individual is currently conducting business in a responsible manner and does not pose a threat to the Child Nutrition Programs, the public interest, and the federal government. In such cases, FNS may consider an alternative course of action, such as a Compliance Agreement.

Under such an agreement, a company or individual could be required to institute ethics education programs for its employees, report to FNS on its budding practices, and even restructure management in order to prevent any future misconduct. Such an agreement would allow the company or individual to continue to participate in transactions involving federal non-procurement programs, which providing the guarantees necessary to assure FNS that the federal government and the public are protected.

Suspension Procedures:

FNS may consider a suspension action if FNS received information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.

A suspension immediately excludes the company or individual from transactions involving federal non-procurement programs pending completion of legal and/or debarment proceedings. A suspension may be opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated with that period.

As with a debarment, the company or individual is not excused from fulfilling contracts involving federal non-procurement programs. And while the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended or renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement

To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

A sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the state agency for confirmation of the bidder's status relative to debarment and suspension.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

The certification in this clause is a material representative 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.

The prospective lower tier participant shall provide immediate written notice to the person, with 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.

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.

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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.

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 Nonprocurement List.

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.

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.

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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.

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

PR/Award or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application-proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION

Child Nutrition Services
Old Capitol Building, PO Box 47200
Olympia, WA 98504-7200

Certification Regarding Lobbying Child Nutrition Programs

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization (SFA)

Child Nutrition Programs
Name FNS Grant/Cooperative Agreement

Name/Title of Submitting Official

Signature

Date

Section 300
Index, Bid Forms and
Technical Specifications

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