

**Prepared Vended Meals for Hawaii Youth Challenge Academy,  
Kalaeloa, Oahu, State of Hawaii, Department of Defense,  
Hawaii Youth Challenge Academy, Job No. CA-202008  
SCOPE OF WORK**

**General Information**

Youth Challenge Academy participates in School Nutrition Programs (SNP) and must meet the program requirements specified in this scope of work in order to claim program reimbursements for meals provided by a Vendor.

The Vendor agrees to furnish and deliver meals to Youth Challenge Academy Kalaeloa, Monday through Sunday and holidays when the program is in session.

The Vendor must be able to deliver all 3 meals to Youth Challenge Academy at the specified times listed below. Times and location are subject to change due to mission requirements. 2 days telephone/email contact to notify the vendor of delivery time/location change.

Breakfast: 7:30am

Lunch: 11:30am

Dinner: 4:30pm

This contract may be renewed up to four additional one-year terms upon mutual agreement of the Youth Challenge Academy and the Vendor. A price increase, at the end of every annual term, may be requested based on either the National CPI or an annual fixed rate as determined by the Youth Challenge Academy.

**Meal Requirements**

- A. Students of the Youth Challenge Academy are categorized in the 9-12 grade level under the SNP. The Vendor will provide meals, snacks and/or milk that meet applicable SNP requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):
  - B. Lunches meeting National School Lunch Program requirements, 7 CFR 210 (meal pattern attached).
  - C. Breakfasts meeting School Breakfast Program requirements, 7 CFR 220 (attached copy of meal pattern).
  - D. Milk meeting Special Milk Program requirements, 7 Code of Federal Regulations (CFR) 215.

E. Dinner is not part of the School Nutrition Program program, meals provided will not have to meet the United State Department of Agriculture nutrition guidelines.

The Vendor will need to attach to this contract the sample cycle menu for Breakfast, Lunch and Dinner.

The Vendor will provide meals to Youth Challenge Academy in the following manner: **Unitized meals.**

The Vendor will also provide

Eating Utensils.

Condiments.

Paper Items.

Extra Milk.

Transportation Containers.

### **Meal Charges and Billing**

Youth Challenge Academy will pay the vendor submitted bided fixed prices for meals that meet School Nutrition Program requirements and are delivered in accordance with the contract. The fixed prices are the total amount due from Youth Challenge Academy for each meal type. The Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section IV exceeds the standard meal or milk payment to the Vendor, Youth Challenge Academy will reimburse the Vendor for the additional costs if requested by the Vendor and supported by documentation of the additional cost. Neither the Vendor nor the Youth Challenge may charge any additional amount to qualifying students who receive substitutions or modifications required by law or Youth Challenge Academy Policy.

### **Substitutions and Modifications for Medical or Special Dietary Needs**

The Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law (Sections A and B below), and if required by any Youth Challenge Academy policies.

If the Vendor incurs additional costs for substitutions in accordance with Sections A through C below that exceed the regular meal payments, the Vendor may request reimbursement from the Youth Challenge Academy for the additional costs.

#### A. Substitutions or Modifications for Students with Disability – Federal Requirement

The Vendor will provide substitutions to, or modifications of, Youth Challenge Academy meals required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A medical statement must include a description of the child's physical or mental impairment associated with the child's diet restriction, an explanation of what must be done to accommodate the child's disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and maintained on file.

#### B. Meal Substitutions for Students without Disability

Youth Challenge Academy has established a policy, as allowed by School Nutrition Programs, to offer meal substitutions for *students who do not have a disability* but who are unable to eat the regular meals due to medical or special dietary needs. The Vendor will provide substitutions for students who do not have a disability upon the written request of a recognized medical authority (physician, osteopathic physician, naturopathic physician, physician's assistant, or certified nurse practitioner). The request must specify the food or foods to be omitted from the student's diet, the food or choice of foods that must be substituted, be signed and dated by the recognized medical authority, and be maintained on file.

#### C. Non-Dairy Fluid Milk Substitutes

Youth Challenge Academy has established a policy, as allowed by School Nutrition Programs, to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. The Vendor will provide non-dairy fluid milk substitute(s) in accordance with Youth Ch policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, osteopathic physician, naturopathic physician, physician's assistant, or certified nurse practitioner), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

### **Ordering and Delivering**

- A. The Youth Challenge Academy will notify the Vendor in advance of the number of meals needed.

The Vendor and Youth Challenge Academy will use an organized system for receiving orders for delivery, documenting delivery adjustments, adjusting production levels, if necessary,

ensuring that delivery receipts are changed to reflect adjusted meal orders, and ensuring that meal orders for each site are correctly packaged and loaded for delivery.

B. Responsibility for transport containers:

The Vendor will be responsible for providing and cleaning transport containers.

### **Recordkeeping and Availability of Records**

- A. The Vendor agrees to maintain full and accurate records, which Youth Challenge Academy needs to meet its responsibility for claiming reimbursements through the School Nutrition Program. Required records include records of food purchased, daily menu records, food production records, daily quantities of food prepared and furnished for each type of meal, food labels, nutrition information from food products, recipes, and delivery receipts.
- B. At the end of each month, the Vendor will submit copies of the records of menus and numbers of meals furnished to Youth Challenge Academy. The Vendor will submit copies of food production records, food labels and recipes to the Youth Challenge Academy upon request.
- C. The Vendor agrees that books and records pertaining to the Vendor's food service fund will be made available to the Youth Challenge Academy upon request and agrees to retain all records for inspection and audit by representatives of the Youth Challenge Academy, Hawaii Child Nutrition Program, United State Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract. In circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

### **Health and Sanitation**

- A. The Vendor and Youth Challenge Academy agree that federal, state and local health and sanitation requirements will always be met. The Vendor will meet all federal, state and local health regulations that apply to Youth Challenge Academy facilities and any other facilities in which meals are prepared. The Vendor will maintain applicable health certifications for facilities outside the Youth Challenge Academy in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures. The Vendor will maintain, and provide upon request, all temperature logs for the temperatures of food for preparation and temperatures of food when leaving the establishment.
- C. **Youth Challenge Academy will not pay for meals or snacks that are unwholesome, spoiled at time of delivery, incomplete or non-reimbursable.**

- D. The Vendor will have and implement a written Food Safety Plan in accordance with Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) amended section 9(h) of the Richard B. Russell National School Lunch Act.

More information regarding a food safety program based on the process approach to Hazard Analysis Critical Control Points (HACCP) may be found at:

<http://hcnp.hawaii.gov/overview/nslp/>.

### **Youth Challenge Academy Control of Food Service**

The Youth Challenge Academy will maintain overall responsibility for administration of the food service, in accordance with School Nutrition Program regulations and policies. The Youth Challenge Academy will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming School Nutrition Program reimbursement from Hawaii Child Nutrition Program.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with the Youth Challenge Academy agreement with Hawaii Child Nutrition Program to participate in School Nutrition Program.
- D. Maintain all applicable health certifications for the Youth Challenge Academy and assure that all state and local health regulations are being met by the Vendor, if preparing or serving meals at a Youth Challenge Academy facility.
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the School Nutrition Program agreement with Hawaii Child Nutrition Program. Retain signature authority for the annual School Nutrition Program application and monthly School Nutrition Program claims by submitting required information to Hawaii Child Nutrition Program by the due dates.
- G. Prepare contract documents for vended meals.

### **Additional Vendor Responsibilities**

The Vendor agrees to comply with the following School Nutrition Program requirements:

- A. Vendor will not offer any la carte food service to Youth Challenge Academy.

- B. Buy Local first and American domestic commodities and products for vended meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States. Hawaii may not be required to Buy American due to availability of domestically grown produce and/or products and/or price differentials per 2 CFR 200.
- C. Comply with the following, as applicable, incorporated into this contract by reference:
  - 1) The requirements established in United States Department of Agriculture regulations concerning United States Department of Agriculture rights to copyrights, patent rights and rights in data and reporting of discoveries and inventions.
  - 2) If the contract exceeds \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
  - 3) If the contract exceeds \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the U.S. Department of Labor regulations (41 CFR Part 60).
  - 4) If the contract exceeds \$100,000: All applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the U.S. Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor will report all violations to the grantor agency and to the EPA Administrator for Enforcement (EN-329).

### **Nonperformance or Noncompliance**

Youth Challenge Academy will notify the Vendor of specific instances of unsatisfactory performance. If the Contractor refuses or fails to perform the work specified in this contract, or any extension thereof, the Youth Challenge Academy will provide written notice. If within seven (7) days after receipt of written notice from the Youth Challenge Academy, the Contractor fails to implement corrective action with diligence and promptness, the Youth Challenge Academy may negotiate with another Vendor.

Whether or not the Contractor's right to proceed with the work is terminated, the Contractor shall be liable for any damage to the Department resulting from the Contractor's refusal or failure to complete the work within the specified time. In case of termination, the Youth Challenge Academy shall limit any payment to the Contractor to the part of the contract satisfactorily completed at the time of termination. Termination shall not relieve the Contractor from liability for performance liquidated damages.

### **Termination**

Either party will terminate this contract by notice in writing: The number of days required for notice of termination to be submitted no less than 30 days prior to termination.

## **Contract Renewal**

Youth Challenge Academy and Vendor may mutually agree to renew the contract up to a maximum of four additional one-year periods following the original contract, with financial terms for each renewal adjusted using the economic index described below. The contract may not automatically renew:

Economic Index for Price Adjustment:

Prices for a renewed contract will be adjusted from the previous contract year's prices by a percentage *not to exceed* the percentage change in the national rate of the Consumer Price Index for All Urban Consumers (CPI-U), Food Away from Home (U.S. Bureau of Labor and Statistics) for the calendar year preceding the contract effective date.

**Any proposed per meal price changes must be accompanied by documentation supporting such increase. Youth Challenge Academy reserves the right to accept or reject any proposed price changes, in the best interest of the Youth Challenge Academy. If the proposed per meal price changes are accepted, they shall become effective on the first day after a Supplement has been completed.**

## **Vendor Certification Statements**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory DEBARMENT

Per 2 CFR 180 as adopted and modified by USDA regulations at 2 CFR 417 all program participants must ensure that they do not enter into a covered transaction with a suspended or debarred entity by doing one of the following [2 CFR 180.300]:

1. Check the EPLS (Excluded Parties List System) which is a part of the System of Awards Management (SAM). This system lists all suspended and debarred organizations;
2. Collect a certification from the organization stating that they are not suspended or debarred; or,
3. Include a clause in their contract and solicitations.

The contract exceeds \$100,000 – The Selected Vendor must complete and attached the following forms prior to award of contract.

- A. Suspension and Debarment Certification;
- B. Certification Regarding Lobbying; and

C. If applicable, as described on the Certification Regarding Lobbying form, the Disclosure of Lobbying Activities form.



## Breakfast Meal Pattern

FRUITS	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Fruits (cups) <sup>a, b</sup>	5	1	5	1	5	1
VEGETABLES	Grades K-5		Grades 6-8		Grades 9-12	
Vegetables (cups) <sup>a, b</sup>	Vegetables may be substituted for fruit, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "other" vegetable subgroups.					
• Dark green						
• Red/Orange						
• Beans/Peas (Legumes)						
• Starchy						
• Other						
Additional Veg to Reach Total						
MEATS	Grades K-5		Grades 6-8		Grades 9-12	
Meats/Meat Alternates <sup>c</sup> (oz eq)	Not required. 1. May offer a meat/meat alternate in place of grains after the minimum daily grains requirement (1 oz equivalent) is met. 2. May offer a meat/meat alternate as an extra (not counting toward the weekly grains requirement) if it fits within the weekly dietary specifications.					
GRAINS	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Grains (oz eq) <sup>d</sup>	7-10	1	8-10	1	9-10	1
AT LEAST HALF OF GRAINS OFFERED WEEKLY MUST BE WHOLE GRAIN-RICH						
MILK	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Fluid milk (cups) <sup>e</sup>	5	1	5	1	5	1
DIETARY SPECIFICATIONS (Weighted weekly averages)	Grades K-5		Grades 6-8		Grades 9-12	
Calories <sup>f, g</sup>	350-500		400-550		450-600	
Saturated Fat <sup>g</sup> (% of total calories)	<10		<10		<10	
Sodium (milligrams) <sup>g, h</sup>	≤ 485		≤ 535		≤ 570	
Trans Fat (grams) <sup>g, i</sup>	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving					

<sup>a</sup> One quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

<sup>b</sup> Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitutions must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups, as defined in §210.10(c)(2)(iii) of this chapter.

<sup>c</sup> There is no meat/meat alternate requirement.

<sup>d</sup> At least half of the grains offered weekly must be whole grain rich as specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grain’s requirement is met.

<sup>e</sup> All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service.

<sup>f</sup> The average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values).

<sup>g</sup> Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

<sup>h</sup> Sodium Target 1 is effective from July 1, 2014 (SY 2014-2015) through June 30, 2024 (SY 2023-2024). Sodium Target 2 (shown) is effective July 1, 2024 (SY 2024-2025).

<sup>i</sup> Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.

Lunch Meal Pattern						
<b>FRUITS</b>	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Fruits (cups) <sup>a</sup>	2.5	0.5	2.5	0.5	5	1
<b>VEGETABLES</b>	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Vegetables (cups) <sup>a</sup>	3.75	0.75	3.75	0.75	5	1
• Dark green <sup>b</sup>	0.5		0.5		0.5	
• Red/Orange <sup>b</sup>	0.75		0.75		1.25	
• Beans/Peas (Legumes) <sup>b</sup>	0.5		0.5		0.5	
• Starchy <sup>b</sup>	0.5		0.5		0.5	
• Other <sup>b,c</sup>	0.5		0.5		0.75	
Additional Veg to Reach Total <sup>d</sup>	1		1		1.5	
<b>MEATS</b>	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Meats/Meat Alternates (oz eq)	8-10	1	9-10	1	10-12	2
<b>GRAINS</b>	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Grains (oz eq) <sup>e</sup>	8-9	1	8-10	1	10-12	2
<b>AT LEAST HALF OF THE GRAINS OFFERED WEEKLY MUST BE WHOLE GRAIN-RICH</b>						
<b>MILK</b>	Grades K-5		Grades 6-8		Grades 9-12	
Meal Pattern	Per Week	Min Per Day	Per Week	Min Per Day	Per Week	Min Per Day
Fluid milk (cups) <sup>f</sup>	5	1	5	1	5	1
<b>DIETARY SPECIFICATIONS</b> (Weighted weekly averages)	Grades K-5		Grades 6-8		Grades 9-12	
Calories <sup>g</sup>	550-650		600-700		750-850	
Saturated Fat <sup>g</sup> (% of total calories)	<10		<10		<10	
Sodium (milligrams) <sup>g,h</sup>	≤ 935		≤ 1,035		≤ 1,080	
Trans Fat (grams) <sup>g,i</sup>	Nutrition label or manufacturer specifications must indicate zero grams trans fat per serving					

<sup>a</sup> One-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

<sup>b</sup> Larger amounts of these vegetables may be served.

<sup>c</sup> This category consists of “Other vegetables” as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.

<sup>d</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>e</sup> At least half of the grains offered weekly must be whole grain rich as specified in FNS guidance, and the remaining grain items offered must be enriched.

<sup>f</sup> All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service.

<sup>g</sup> The average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values). Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

<sup>h</sup> Sodium Target 1 is effective from July 1, 2014 (SY 2014-2015) through June 30, 2024 (SY 2023-2024). Sodium Target 2 (shown) is effective July 1, 2024 (SY 2024-2025).

<sup>i</sup> Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.

# SUSPENSION AND DEBARMENT CERTIFICATION

## Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

### INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely 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 principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signatures

\_\_\_\_\_  
Date

## CERTIFICATION REGARDING LOBBYING

When SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed Certification Regarding Lobbying from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension.

---

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

---

**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 any 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 of Lobbying Activities", in accordance with its instructions. (See DLA-01a, Provisions and Assurances, Disclosure of Lobbying Activities).
- (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 and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the Hawaii Department of Education acting on behalf of the State Board of Education of the State of Hawaii relied when it made or entered into this grant or contract. Any organization that 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.

---

Organization Name (Full Legal Name)

---

Name and Title of Authorized Representative

---

Signature

---

Date

## INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

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.

Each organization shall file a disclosure form at the end of each calendar quarter in which an event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such organization. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence covered Federal action; or
  - (b) A change in the organization(s) of individual(s) influencing or attempting to influence a covered Federal action; or
  - (c) A change in the officer(s), employee(s) or Member(s) contacted to influence or attempt to influence a 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 first 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 dates(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 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
---



**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_