

Habitat for Humanity of Monroe County
STATEMENT OF PROCUREMENT POLICIES AND STANDARDS
(Board Approved August 7th, 2018)

I. Purpose

The purpose of these procurement standards is to promote, to the maximum extent practical, free and open competition in the solicitation and awarding of all contracts. Awards shall be made to the bidder who is most responsive to the solicitation and is most advantageous to the organization, considering price, quality and other factors. Any and all bids or offers may be rejected when it is in the best interest of the organization to do so.

II. Scope

This Statement applies to Affiliate expenditure of funds for purchasing of supplies, services, and construction entered into by Affiliate after the effective date of this Statement. The term “procurement”, as used in this Statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

III. Applicability

These procurement standards apply to all contracts and purchasing decisions, including projects funded under federal or state sources. This Statement complies with the applicable requirements of 2 CFR 200.317-326.

IV. Code of Conduct

The Board members, employees and agents of the Habitat for Humanity of Monroe County shall not solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements. In accordance with HFHMC policy under no circumstances may an employee, an employee’s immediate family member, an employee’s business partner, or any business in which an employee has a financial interest solicit or receive any kickback, bribe, favors, anything with a monetary value in excess of \$25 or special consideration from any person having business dealings involving HFHMC without the express written consent of the affiliate. If an employee, his/her immediate family member, his/her business partner or business in which the employee has a financial interest accepts such consideration, the employee may be subject to immediate discharge.

No employee or Board member shall participate in the selection, award or administration of a contract if a real or apparent conflict of interest is involved. Such conflict would arise when an employee, Board member or any family member or employer of an employee or Board member, has a financial or other interest in a firm selected for a contract award.

Any employee or Board member shall disclose any potential conflict of interest to the entire Board of Directors and shall not participate in discussion or decision making regarding the purchase or contract.

There may be situations where making a purchase or contract award to an employee or a Board member or other related party is in the best interest of the organization. If this is the case, a majority of the Board of Directors must vote to proceed with the contract, in spite of the conflict of interest. After a Board vote, the Affiliate staff must submit information regarding the conflict of interest to the agency administering the federal or state funds. Contract awards shall not be

made to employees, Board members or any family members or employers of employees or Board members unless the conflict of interest is waived in writing by the federal or state agency which has granted funds for the project.

V. Utilization of Small-, Minority- and Women-Owned Business Firms and Section 3 Certified Businesses

Positive efforts shall be made to award a fair share of contracts to small, minority, and women's business firms and/or Section 3 certified businesses. Affirmative steps must be taken to assure that small, minority, and women's businesses and/or Section 3 businesses are utilized where possible as a source of supplies, equipment, construction and services.

NOTE: The Section 3 requirement applies only to affiliates that have expended \$200,000 or more in HUD housing and community development funds in a federal fiscal year (Oct. 1 – Sept. 30) and/or have awarded federally-funded contracts over \$100,000.

a. Definitions:

- i. A "small business" is defined as a business, which is independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation.
- ii. A "minority business" is a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management of daily business operations are controlled by one or more such individuals.
- iii. A "women's business" is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.
- iv. Section 3 business concerns are businesses that can provide evidence that they meet one of the following criteria:
 - a) 51 percent or more owned by Section 3 residents; or
 - b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire*; or
 - c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

b. When feasible Affiliate will:

- i. Award contracts to MWSBE and/or Section 3 certified businesses.
- ii. Provide job training and employment opportunities to low- and very low-income persons in the affiliate's service area.

c. Affirmative steps will include the following:

- i. Including the above businesses on solicitation lists.
- ii. Assuring that the above businesses are solicited whenever they are potential sources.
- iii. When economically feasible, dividing total requirements into smaller chapters or quantities so as to permit maximum participation by the above businesses.
- iv. Where the requirement permits, establishing delivery schedules which will encourage participation by the above businesses.

- v. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- d. Affirmative steps may include the following:
 - i. Efforts to educate subcontractors about certification and the possible benefits.
 - ii. Efforts to connect subcontractors with certifying bodies.

VI. Open and Free Competition

All procurement transactions entered into by the Affiliate shall be conducted in a manner so as to provide open and free competition. Examples of what is considered to be restrictive of competition include, but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Non-competitive practices between firms;
- c. Organizational conflicts of interest;
- d. Unnecessary experience and bonding requirements.

VII. Procedural Requirements

Affiliate shall have written bid procedures that provide, as a minimum, the following procedural requirements:

- a. Incorporate a clear and accurate description of the technical requirement(s) for the material, product, or service to be procured. Such description should not contain features which unduly restrict competition.
- b. A description of the technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- c. Preference, to the extent practical and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Require change orders for any change in work scope.
- e. Clearly set forth all requirements, which bidders must fulfill and other factors to be used in evaluating bids or proposals.
- f. Awards will be made only to responsible contractors who demonstrate the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- g. Affiliate staff will review all submitted bids to ensure an “apples to apples” comparison. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
- h. Affiliate will maintain records sufficient as to detail the significant history of procurement. These records will include, but are not necessarily limited to, information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.
- i. Affiliate will administer contracts in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

- j. Contracts that fall under specific grant requirements shall comply with those requirements, either in the annual Subcontractor Agreement (entered into with all current subcontractors) or in the invitation to bid on a particular project.

VIII. Methods of Procurement

In addition to the guidance below, affiliates will be required to obtain preapproval for sole source procurement, competitive negotiation bid invitations, and/or sealed bid invitation packets.

In the case of grant funded work, there are four methods of procurement of subcontractors, which can be used by Affiliate depending on the dollar threshold and project requirements.

- a. Donated Labor, Materials, and Supplies

There is no requirement to solicit bids for materials or labor that is donated to Affiliate.

- b. Micro-Purchase

Monetary Threshold - currently less than or equal to \$3,500.

Micro-purchases may be awarded without soliciting competitive quotations if the affiliate considers the price to be reasonable. Receipts must be obtained for all purchases.

- c. Small Purchase

Monetary Threshold – Does not cost more than the Simplified Acquisition Threshold (currently less than or equal to \$150,000).

Relatively simple and informal procurement methods for securing services, supplies, or other property. Price or rate quotations must be obtained from an adequate number of qualified sources (at least 2).

- d. Sealed Bids

Monetary Threshold – None specified in the OMB regulations - Generally thought to be more than Simplified Acquisition Threshold, but can also be used for less than the Simplified Acquisition Threshold.

Bids are publicly solicited (formal advertising) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

- i. In order for sealed bidding to be feasible, the following conditions should be present:
 - a) A complete, adequate, and realistic specification or purchase description is available;
 - b) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- ii. If sealed bids are used, the following requirements apply:
 - a) Bids must be solicited from an adequate number of known suppliers (at least 2), providing them sufficient response time prior to the date set for opening the bids;
 - b) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

- c) All bids will be opened at the time and place prescribed in the invitation for bids;
- d) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e) Any or all bids may be rejected if there is a sound documented reason.

e. Competitive Proposals

Monetary Threshold – None specified in the OMB regulations - Generally thought to be more than Simplified Acquisition Threshold, but can also be used for less than the Simplified Acquisition Threshold.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.

If this method is used, the following requirements apply:

- i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The affiliate must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. The affiliate may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

f. Non-Competitive Proposals (aka Sole Source)

Monetary Threshold – None specified in the OMB regulations

Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- iii. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the affiliate; or
- iv. After solicitation of a number of sources, competition is determined inadequate.

IX. Cost and Price Analysis

Some form of cost and price analysis should be documented on every transaction. For purchases over \$ 10,000, Affiliate staff shall prepare a written analysis outlining reasons for selecting a specific supplier or contractor. Decisions should be made related to specific criteria outlined in the Bid Specifications or Request for Proposals.

X. Delegation of Authority

Affiliate shall follow their Delegation of Authority policy as outlined in the Financial Policies and Procedures pertaining to which staff has authority to approve the awarding of bids and contracts based on the monetary amount of such.

XI. Recordkeeping Requirements

All financial records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report. In the case of federal funds, the three years would start after grantee submits the final close out report to the federal grant agency.

If any claim or litigation is started before the expiration of the three year period, the records shall be retained until the claim or litigation has been resolved and final actions have been taken.

Records for real property acquired with federal funds shall be retained for three years after the final disposition of the real property.

XII. Additional Information

The above policies are based on Office of Management and Budget regulations at 2 CFR 200.317-326. These regulations should be consulted for additional information about federal requirements and to determine applicability of requirements to particular situations.

EXHIBIT A FEDERAL CONTRACT PROVISIONS

Affiliate must include, in addition to the provisions needed to define a complete agreement, the following provisions in all contracts for which the supplies, services and/or construction was financed with federal funds depending on the value of the contract award:

For **all** contracts, the following provisions apply:

1. **Suspension and Debarment.** Requirement of certification from subcontractors regarding their exclusion status on the General List of Parties Excluded from Federal Procurement or Non-procurement Programs as set forth in regulation (24 CFR, Part 24).
2. Provisions to ensure that the subcontractor shall comply with the requirements of Executive Orders 11625 and 12432 (concerning **Minority Business Enterprise**), and 12138 (concerning **Women's Business Enterprise**) by using its best efforts to encourage the use of minority and women's business enterprises in connection with Contract Work.
3. A provision requiring compliance with Executive Order 11246, entitled "**Equal Employment Opportunity**," as amended by Executive Orders 11375, 13672, and 11478, and as supplemented in the Department of Labor regulations (41 CFR Part 60).
4. A requirement that contractors and sub-contractors, as a prior condition of being awarded the contract, certify that they will comply with The **Drug-Free Workplace** Act of 1988 (42 U.S.C. 701) and (24 CFR Part 24, Subpart F).
5. Provision for the rights of the Federal Government and Affiliate in any invention resulting from experimental, developmental or research work in accordance with regulations (37 CFR Part 401), "**Rights to Inventions** Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

For contracts valued at **\$10,000** or more, the following provisions also apply:

6. **Provisions for termination** "for convenience" by Affiliate, including when and how termination may occur and the basis for settlement. In addition, all contracts must describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

For contracts valued at **\$100,000** or more, the following provisions also apply:

7. A requirement that subcontractors certify compliance with the **Byrd Anti-Lobbying** Amendment (31 U.S.C. 1352), and disclosure of any party's lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. Requirement that the subcontractor comply with **Section 3** of HUD Act of 1968 when Affiliate expends \$200,000 or more in HUD housing and community development funds in a federal fiscal year (Oct. 1 – Sept. 30) **and/or** the federally-funded contract award is \$100,000 or more as required under 24 CFR 135.38, as follows:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

For contracts valued at equal to or greater than the Simplified Acquisition Threshold (currently at **\$150,000** or more), the following provisions also apply:

9. **Breach of Contract.** Provisions which will allow for administrative, contractual or legal remedies in instances where subcontractor violate or breach contract terms, and provide for appropriate sanctions and penalties.
10. A provision that requires subcontractors to agree to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** (42 U.S.C. 7401 et seq.) and **Federal Water Pollution Control Act** as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

The following provisions are only applicable as required if the contracts involve mechanics and laborers and/or if the federal funding source requires compliance:

11. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
12. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

EXHIBIT B Sole Source Justification Form

Affiliate Name:	Date of Submission:
Name of Proposed Vendor/Contractor:	Amount of Proposed Contract Award:

This **Sole Source Justification Form** is to be used by affiliates to document sole source procurement in an effort to make sure contracts are being made in compliance with *“UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS”* as per 2 CFR 200.

Procurement by noncompetitive proposals (aka Sole Source) is procurement through solicitation of a quote, bid or proposal from only one source and may be used only when one or more of the following circumstances apply as per 2 CFR 200.320(f):

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, competition is determined inadequate.

If an affiliate has determined that their contract will qualify as a sole source, follow the instructions below:

- 1) Request a quote/bid/proposal from vendors/contractors as per the affiliate’s Procurement Policies and Procedures.
- 2) Complete the Sole Source Justification form.
- 3) Attach a list of the names of all vendors/contractors solicited.
- 4) Attached copies of all quotes/bids/proposals received.
- 5) Attach a copy of the estimated cost of the proposed goods or services as prepared by your Construction Manager or your Engineering/Architectural firm.
- 6) Provide a detailed explanation below of the “need” that has to be fulfilled, focusing on the requirements (not a description of the company’s product or service). Also explain what activities related to this purchase have already occurred prior to submitting this request, what other goods or services in the market were considered and why they did not fulfill your

need, has the vendor already done any work related to this project, etc. Finally, explain why this vendor is uniquely qualified to meet your needs.

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Affiliate Review/Approvals:

Requested by:	
Name:	Phone:
Printed Name / Title:	E-mail:
Reviewed by:	
Construction Manager or Procurement Officer:	Date:
Approved by:	
CFO:	Date:

Send this request and the required supporting documents via fax (229-928-0501 or 229-928-3222) or email shop@habitat.org

FOR HFHI'S USE ONLY	
<input type="checkbox"/> Approved – affiliate is approved for Sole Source contract with _____ contractor <input type="checkbox"/> Denied – affiliate must not award Sole Source contract and must solicit new quotes/bids/proposals for this work	SHOP Program Manager's signature _____
Dated:	_____

Notes to affiliate (if any): _____

EXHIBIT C
Subcontractor
Debarment Certification
For ALL contracts

These certified statements are required by law. The Applicant hereby assures and certifies that:

- 1) The undersigned and its principals [see 2 CFR 2424.20(a)]:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction (see 2 CFR 2424.220) 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 for 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) of this certification;
 - 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; and

If the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

Signature of Authorized Certifying Official Date

Printed Name / Title

Company

EXHIBIT D
Subcontractor
Lobbying Certification
For contracts exceeding \$100,000

These certified statements are required by law. The Applicant hereby assures and certifies that:

- 1) No federally 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 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 federally 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Certifying Official

Date

Printed Name / Title

Company