



**SRPEDD
EPA CLIMATE POLLUTION REDUCTION PLANNING GRANT
PROVIDENCE-WARWICK MSA**

**SUBCONTRACT FOR PROFESSIONAL SERVICES
GREENHOUSE GAS AND COPOLLUTANT DATA ANALYST**

WITH **VENDOR**

This Cooperative Agreement made as of this day, November ____, 2023 by and between the Southeastern Regional Planning and Economic Development District (hereinafter called SRPEDD) and **VENDOR**;

WITNESSETH THAT:

WHEREAS SRPEDD has entered into an agreement with the United States Environmental Protection Agency (EPA) to act as the lead entity in accomplishing all required tasks associated with the Climate Pollution Reduction Planning Grant (CPRG) for the Providence-Warwick Metropolitan Statistical Area;

WHEREAS SRPEDD has requested technical assistance in completing some of the required CPRG program elements and sub-tasks; and

WHEREAS **VENDOR** has agreed to provide services to complete a portion of the work program associated with the CPRG Preliminary Climate Action Plan (PCAP), Comprehensive Climate Action Plan (CCAP) and Status Report processes.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

- 1. PARTICIPATION:** **VENDOR** agrees to perform the services described in the attached Scope of Services in exchange for the compensation set forth below.
- 2. SCOPE OF SERVICES:** The services to be performed by **VENDOR** and the deliverables due under this Cooperative Agreement are as described in **Addendum A – VENDOR Scope of Services**, which is hereby made a part of this Agreement. **VENDOR** shall do, perform, and carry out its part of the Agreement in such a manner as SRPEDD may reasonably determine to be satisfactory and in accordance with the requirements of the EPA CPRG Program;
- 3. TIME OF PERFORMANCE:** The services to be performed under the Cooperative Agreement shall commence on November 10, 2023, and all services required hereunder shall be performed on or before July 1, 2025. Project services shall be completed in accordance with the benchmarks set in as described in **Addendum B – Project Timeline**, which is hereby made a part of this Agreement. **VENDOR** shall proactively inform SRPEDD as to any delays or changes in the project timeline as soon as they are aware that a benchmark will not be met and suggest an alternative schedule by which the task in question will be completed for SRPEDD's review and approval.



- PAYMENT FOR SERVICES:** The cost of the services to be performed by **VENDOR** and any of its sub-awardees shall not exceed **COST**. **VENDOR** shall track project hours by principal task and subtask as numbered in Addendum A. **VENDOR** submitted a budget as part of its RFQ response. That budget has been approved by SRPEDD, and is included as **Addendum C – Project Budget**, which is hereby made a part of this Agreement.

As so required, **VENDOR** has flexibility in the ultimate amount that is charged to each task and sub-task and the hours distributed to each participating project employee provided that all scope deliverables are still met and that the total amount not exceed **COST**. **VENDOR** will notify SRPEDD if major budgetary realignments between tasks are required during the project. **VENDOR** may submit invoices to SRPEDD as frequently as monthly. All invoices shall include a progress report detailing work performed during the invoice period, by task and subtask. These reports shall be in a format that SRPEDD can regularly incorporate into required EPA reports. SRPEDD requires up to two months of processing time (including approval from the SRPEDD Finance Committee) to accomplish payouts.

- OWNERSHIP AND CONFIDENTIALITY OF MATERIAL AND WORK PRODUCTS:** **VENDOR** shall afford SRPEDD unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by **VENDOR** under this Agreement. SRPEDD reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this Agreement, and any rights of copyright acquired with funds provided under this Agreement. **VENDOR** and SRPEDD shall have both unlimited rights to any data first produced or delivered under this Agreement. Upon completion of this project or termination for or without cause, **VENDOR** shall return any documents, models, tools, plans, or items whatsoever belonging to or supplied by SRPEDD.
- RELEASE OF SRPEDD:** In consideration of the execution of this Agreement by SRPEDD, the **VENDOR** agrees that simultaneously with the acceptance of what SRPEDD tenders as the final payment under this Agreement, the **VENDOR** will execute, and deliver a release of SRPEDD from all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Agreement. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the **VENDOR**.
- INDEMNIFICATION:** The **VENDOR** shall indemnify, defend and hold harmless SRPEDD and all of its officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the **VENDOR** in its performance of this Agreement or upon the **VENDOR**'s failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its Sub-Contractors.
- INSURANCE:** The **VENDOR** shall secure, and maintain in effect throughout the term of this Agreement, insurance adequate to meet its obligations hereunder and shall provide SRPEDD with certification of such, if requested.



9. **ASSIGNMENT:** The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.
10. **SEVERABILITY:** In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.
11. **TERMINATION:** This Agreement may be terminated by either party upon 15 days' notice in writing.
12. **COMPLIANCE WITH CONFLICT OF INTEREST LAWS:** **VENDOR** warrants and represents to SRPEDD that, to the best of its knowledge, no officer or employee of **VENDOR** who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under M.G.L. c. 268A, § 6. **VENDOR** further warrants and represents to SRPEDD that, to the best of its knowledge, no employee of **VENDOR** has a financial interest, either directly or indirectly, in the Agreement except as permitted under G.L. c. 268A, § 7. 19.

VENDOR understands that they may have obligations with regards to compliance with all aspects of the Commonwealth of Massachusetts Ethics Law, M.G.L. c. 268A, specifically G.L. c. 268A, §§ 4, 17, and 11. **VENDOR** shall bear all obligations as private consultant/s to determine their legal status pursuant to the Ethics Laws, and where applicable, complete the Commonwealth State Ethics Examination. Evidence of such completion must be provided to SRPEDD in advance of the award of any contract. SRPEDD reserves the right on its own to make such determination and require the **VENDOR** to take and complete the Ethics Examination. **VENDOR** is encouraged to inquire about their proper status and legal requirements by contacting the Massachusetts State Ethics Commission Legal Division by submitting an online request, by calling the Commission at (617) 371-9500 and asking to speak to the Attorney of the Day, or by submitting a written request for advice to the Commission at One Ashburton Place, Room 619, Boston, MA 02108, Attn: Legal Division.

13. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.
14. **PROCURING SERVICES:** The parties agree that all procurements that are funded with federal funds will be performed in accordance with all known applicable federal procurement and contracting requirements.



- 15. **COMPLETE AGREEMENT:** This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties and may not be changed unless agreed upon in writing by both parties.
- 16. **COMPLIANCE WITH EPA TERMS AND CONDITIONS.** **VENDOR** must abide by the Terms and Conditions of EPA’s Climate Pollution Reduction Planning Grant, enclosed as **Addendum D**. **VENDOR** must also sign, agree, and fully execute the Federal Funds Contract Rider provided in **Addendum E**.

Representing **VENDOR:**

Representing **SRPEDD:**

NAME
TITLE

Jeff Walker, AICP, Executive Director





Addendum A: Scope of Services

INSERT SCOPE OF SERVICES FROM RFQ RESPONSE, PENDING ANY NEEDED REFINEMENTS / CLARIFICATIONS.





Addendum B: Project Timeline

INSERT TIMELINE FROM RFQ RESPONSE, PENDING ANY NEEDED REFINEMENTS / CLARIFICATIONS.





Addendum C – Project Budget

**INSERT PROJECT BUDGET BY TASK AND SUBTASK FROM RFQ RESPONSE,
PENDING ANY NEEDED REFINEMENTS/CLARIFICATIONS.**





Addendum D – EPA Climate Pollution Reduction Grant Terms and Conditions

R1 CPRG Planning Grant: Terms & Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

Climate Pollution Reduction Grants Specific Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

Quarterly performance reports are required to be submitted electronically to the EPA Project Officer within 30 calendar days after the reporting period (every three-month period). Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

July 1 – September 30 Reporting Period: report due date October 30 (note, in year 1, this reporting period should begin at the project start date)

October 1 – December 31 Reporting Period: report due date January 30



January 1 – March 31 Reporting Period: report due date April 30

April 1 – June 30 Reporting Period: report due date July 30

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

B. DELIVERABLES AND REQUIREMENTS

Municipalities and Air Pollution Control Agencies that accept an award are required to produce and electronically submit the following three deliverables to EPA by the dates specified:

1.) By March 1, 2024, a Priority Climate Action Plan (PCAP), which is a narrative report that includes a focused list of near-term, high-priority, implementation ready measures to reduce Greenhouse Gas (GHG) pollution and an analysis of GHG emissions reductions that would be achieved through implementation. These initial plans can focus on a specific sector or selected sectors, and do not need to comprehensively address all sources of GHG emissions and sinks in the jurisdiction. The PCAP must include: a GHG inventory; quantified GHG reduction measures; a low-income and disadvantaged communities benefits analysis; and a review of authority to implement.

2.) A Comprehensive Climate Action Plan (CCAP), due 2 years from the date of the award. The CCAP is a narrative report that should touch on all significant GHG sources/sinks and sectors present in a state or metropolitan area, establish near-term and long-term GHG emission reduction goals, and provide strategies and identify measures to achieve those goals. Each CCAP must include: a GHG inventory; GHG emissions projections; GHG reduction targets; quantified GHG reduction measures; a benefits analysis for the full geographic scope and population covered by the plan; a low-income and disadvantaged communities benefits analysis; a review of authority to implement; a plan to leverage other federal funding; and a workforce planning analysis.



3.) A Status Report, due at the closeout of the 4-year grant period. This report should include the implementation status of the quantified GHG reduction measures included in the CCAP; any relevant updated analyses or projections supporting CCAP implementation; and next steps and future budget/staffing needs to continue CCAP implementation. Climate plans for metropolitan areas should also be developed with regional coordination as much as possible, and applicants are encouraged to coordinate with geographically proximate tribes as appropriate. In all cases, the lead organization for a state or metropolitan area PCAP funded through the CPRG program must make the PCAP available to other entities by March 1, 2024 for their use in developing an implementation grant application.

MSA lead organizations must involve stakeholder groups and the public in the process for developing the PCAP and CCAP. Potential stakeholders include urban, rural, and underserved or disadvantaged communities as well as the general public, governmental entities, federally recognized tribes, Port Authorities, labor organizations, community and faith-based organizations, and private sector and industry representatives.

C. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.



D. Competency Policy

Project Officers must ensure that the following programmatic term and condition is included in awards (made after October 1, 2013) exceeding or expected to exceed \$200,000 in federal funds that will or are expected to involve the generation or use of environmental data:

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaianew.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events related to activities accomplished as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

F. Geospatial Data Standards

Required when geospatial data is created, not used.

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

G. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

The recipient will develop Quality Assurance Project Plans (QAPP) for all applicable projects and tasks involving environmental information operations in accordance with the most current



version of [EPA Requirements for Quality Assurance Project Plans](#). [Regional guidance documents](#) and [national guidance documents](#) may be helpful in meeting the requirements.

“Environmental information operations” is a collective term for work performed to collect, produce, evaluate, or use environmental information or the design, construction, operation, or application of environmental technology. For EPA, environmental information includes direct measurements of environmental parameters or processes, analytical testing of environmental conditions, information provided by models, information compiled from other sources such as databases, software applications, or existing literature, the development of environmental software, tools, or models, or the design, construction, operation, or application of environmental technology.

The QAPP must be approved by EPA prior to environmental information operations, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. Unless an alternate schedule has been agreed upon, QAPPs are to be submitted at least 60 days before project activities begin. QAPPs are submitted electronically to the following:

EPA Project Officer/Tribal Coordinator (see page 1 of assistance agreement for contact information) and Regional Quality Assurance Branch via R1QAPPs@epa.gov

*If electronic submission is unavailable, please contact the Project Officer/Tribal Coordinator for submittal instructions.

For organizations with an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (five years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer/Tribal Coordinator and the RQAM on the anniversary of the approval of the QMP by the RQAM; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

H. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient’s activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that SRPEDD received financial support from the EPA under an Assistance Agreement. More information is available at:

<https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>



Addendum E – Federal Funds Contract Rider

WHEREAS, the Contract to which this Rider is attached is funded, either in whole or in part, by federal funds;

WHEREAS, the use of federal funds requires the parties, including but not limited to, recipients, subrecipients, and contractors, to comply with various applicable statutes and regulations including 2 C.F.R. §§ 200.318- 327;

WHEREAS, 2 C.F.R. § 200.327 requires the inclusion of applicable provisions in certain contracts funded in whole or in part by federal funds.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

- 1. INTRODUCTION:** The following contract provisions, if applicable, are incorporated into the Contract to which this Rider is attached. In the event of any conflict between the Contract and this Rider, the provisions in this Rider shall control. If the following contract provisions are rescinded or revised, the parties agree to revise this Rider accordingly and make any other changes necessitated by such revisions.
- 2. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** In the event that this Contract is funded by a federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 3. DEBARMENT AND SUSPENSION:** This provision applies in the event that a contract or subcontract has a value that exceeds \$25,000, or requires the consent of an official of a federal agency, or is a contract for federally required audit services. The subrecipient or contractor certifies that neither the subrecipient, contractor, or subcontractor is a party listed on the government wide exclusions in the System for Award Management [“SAM”], in accordance with the OMB guidelines at 2 C.F.R. § 180 that implements Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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 authority other than Executive Order 12549.
- 4. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**
 - (a). Pursuant to 2 C.F.R. § 200.216, subrecipient or contractor certifies that it or its subcontractors



shall not procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i). For the purpose of public safety, security of government facilities, physical security, surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii). Telecommunications or video surveillance equipment or services provided by such entities or using such equipment;

(iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b). Subrecipient or contractor shall insert the above clause in all subcontracts and other contractual instruments.

5. **BYRD ANTI-LOBBYING CLAUSE AND CERTIFICATION:** Subrecipients or contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

If applicable, subrecipients and contractors must sign and submit the following certification to the awarding authority with each bid or offer exceeding \$100,000.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:



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

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

6. **DOMESTIC PREFERENCES FOR PROCUREMENTS:** Pursuant to 2 C.F.R. § 200.322, As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all



manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

