

LIFT

Community Action Agency, Inc.

*Rebecca Reynolds, Executive Director
David Hawkins, Board Chairman*

Request for Proposals for

Vendors to provide and deliver U.S.D.A. compliant food, food related products and/or milk and dairy products

RFP Issued: May 22, 2026

Responses Due: June 22, 2026 3:00 p.m.

Award Notifications: July 1, 2026

**Contact: Grasiela Starlin
(580) 326-3351
grasiela.starlin@liftca.org**



209 North 4th Street - Hugo, OK 74743
www.liftca.org
Telephone: 580.326.3351 | Fax: 580.326.2305
TTD/TTY - 711

This institution is an equal opportunity employer



1. INTRODUCTION

LIFT Community Action Agency ("LIFT CA" or "LIFT") is issuing this Request for Proposals ("RFP") to solicit responses from qualified and experienced vendors to provide and deliver, high quality, USDA compliant, food, milk and food related products to our various childcare centers.

LIFT CA may award to one or multiple vendors.

Vendors are not required to submit for each location. Vendors may compete for only those locations and/or services they choose.

LIFT CA reserves the right to reject any or all proposals.

2. COMPANY OVERVIEW

LIFT Community Action, formally known as Little Dixie Community Action Agency, was incorporated as a Nonprofit Organization on April 4th, 1968. The agency's purpose as stated in its original Articles of Incorporation was "To assist in developing, executing, and coordinating plans and the programs authorized under the Economic Opportunity Act of 1964 and subsequent amendments which may be made to that act, and other Federal, State, and Local laws and programs which will tend to alleviate and eradicate poverty within the area of operation of this agency, exclusively for charitable purposes."

Our Mission: *To improve the lives of low-income individuals and families through service and collaboration leading to self-sufficiency.*

Our Vision: *To Free Generations of People from Poverty*

Our Core Values:

Compassion; Honesty; Optimism; Integrity; Community; Empowerment; and Stewardship:

LIFT has approximately 300 employees and is overseen by a Board of Directors with 27 members.

3. OFFICE LOCATIONS

LIFT's operations are located, primarily in Choctaw, McCurtain, and Pushmataha Counties of Oklahoma, with administrative headquarters at 209 N 4th Street, Hugo, Oklahoma.

Please see **Attachment 1** for information on each location.

4. Scope of Project

Lift Community Action Agency is soliciting proposals from qualified vendors to deliver high quality, USDA compliant, milk, food and food related products to our various child care centers. Vendors may choose what production and locations to bid on.

Lift CAA is requesting proposals for:

- Food and Food Related Products
- Milk and Dairy Products

Vendors may choose to bid on one product line or both product lines. Vendors may also choose which locations to bid on.

Vendors are not required to submit for each location. Vendors may compete for only those locations and/or services they choose.

5. Specifications

- Nutrition Facts information or Nutrition Facts labels and CN labels must be provided on all food products.
- Vendor and products must comply with all local, state and federal guidelines and those set forth by the USDA Child Nutrition Guidelines.
- Delivery trucks and product drops must meet Health Department Standards.
- Any vendors making substitutions of product must provide equal or better quality at bid price and meet original specifications.

6. Basic Requirements

Equipment, Supplies, and Materials:

The vendor shall furnish all necessary equipment, materials, and supplies required in performing the duties outlined in this RFP, including any specialty services offered.

Licensing & Training:

Maintain compliance with all state and/or federal licensing and training requirements.

Insurance:

The Vendor must provide proof of General Liability, Property, and Worker's Compensation Insurance or provide a certificate of exemptions.

Background Checks:

Standard background checks shall be required for all staff working in LIFT facilities. Lift CA will provide the contractor's background check, but the contractor will be responsible for the cost of additional background checks for their employees.

Federal, State, and Local Compliance:

The Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations affecting its performance. The Vendor shall comply with the applicable provisions of the Federal

Occupational Safety and Health Administration (OSHA). The Vendor shall comply with OSHA Enforcement of Procedures for Occupational Exposure to Blood Borne Pathogens Standard (CFR 1910.1030). The Vendor shall certify that it has complied and shall continue to comply during the duration of this contract, with the United States Immigration and Control Act of 1986 in that every employee of the Vendor is eligible for employment in the United States.

7. Submittal Requirements

Submissions must be received before 3:00 p.m. Monday June 22, 2026.

Send required documents and proposal to:

Mail or Drop Off At: Lift CAA
Attn: USDA 2026
209 N 4th Street
Hugo, OK 74743

OR

Email: grasiela.starlin@liftca.org

All e-mail respondents will receive an email confirmation within the next business day that their submittal has been received. Questions via phone shall not be accepted, all questions must be submitted in writing.

The following documentation shall be included in your proposal:

- Company information including sales rep or other point of contact Info.
- Delivery Schedule(s)
- Product List (attachment 1)
- Location lists (attachment 1)
- Invoices **must** itemize and list fees, taxes and delivery cost separately.
- If selected, the vendor must provide a signed W-9, and the required Affidavits and Certifications found in Attachment 3.

8. Evaluation Criteria

The following criteria shall be used to evaluate each proposal:

Cost – 40 Points

Quality and Products – 30 Points

Services and Schedules – 30 Points

The LIFT CA shall evaluate each Application that is properly submitted. As part of the selection process, LIFT CA may invite contractors to answer questions regarding their application in person or in writing.

The goal of this RFP is to select and enter into an agreement with the Applicant that will provide the best value for the Services to achieve LIFT goals. LIFT CA reserves the right to consider such other relevant factors as it deems appropriate to obtain the “best value”.

9. Application and Submission

Applicants are cautioned to read this RFP carefully and to conform to its requirements. Failure to comply with the requirements of this RFP may serve as grounds for rejection of an application.

- **RFP issued, published, and sent to any known vendors.**
- All proposals must be submitted prior to deadline
- Proposals may be submitted in writing or by electronic mail.
- Proposals must be submitted with required documentation as listed in the Submittal Requirements.

Hardcopy applications must be submitted to-

LIFT Community Action Agency
Attn: USDA 2026
209 N 4th Street
Hugo, OK 74743

An electronic version may be submitted to grasiela.starlin@liftca.org

****It is the responsibility of the vendor to confirm the receipt of electronic documents.**

10. Time Frame

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Applicants are encouraged to check LIFT CA's website frequently for updates to the schedule.

Task	Date:
RFP Released	May 22, 2026
RFP Proposals Due	June 22, 2026 3:00 p.m.
Notification of Award	July 1, 2026

11. General Conditions

- If an application fails to meet any material terms, conditions, requirements, or procedures, it may be deemed unresponsive and disqualified. The LIFT CA reserves the right to waive omissions or irregularities that it determines to be not material.
- This RFP may be amended from time to time by LIFT CA, amended RFP will be posted with the original solicitation. LIFT CA is not committed to selecting any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. LIFT CA reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with prospective Applicants, to accept or reject any or all applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Contractors, and to request modifications to Applications in accordance with negotiations, all to the same extent as if this were a Request for Information.
- On matters related solely to this RFP that arise prior to an award decision by the LIFT CA, Applicants shall limit communications with the LIFT CA to the Procurement Team Leader and such other individuals as the LIFT CA may designate from time to time. No other LIFT CA employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Applicants may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.
- The LIFT CA may provide reasonable accommodations, including the provision of materials in an alternative format, for Applicants with disabilities or other hardships. Contractors requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. LIFT CA reserves the right to grant or reject any request for accommodations.
- The contractor's Application shall be treated by the LIFT CA as an accurate statement of the Contractor's capabilities and experience. Should any statement asserted by Contractor prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for LIFT CA in its sole discretion to reject the Application and/or terminate of any resulting Agreement.
- Costs not identified in the Applicant's response and/or not accepted by LIFT CA as part of the Agreement will not be compensated under any contract awarded according to this RFP.
- Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- LIFT CA's prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. The selected Applicant will take all appropriate steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Contractor is responsible for the satisfactory performance and adequate oversight of its subcontractors.

Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Contractor.

- Any and all responses, Applications, data, materials, information, and documentation submitted to LIFT CA in response to this RFP shall become LIFT CA's property and shall be subject to public disclosure. As a public entity, LIFT CA is subject to the Oklahoma Public Records Law. There are very limited and narrow exceptions to disclosure under the Public Records Law. If a Contractor wishes to have the LIFT CA treat certain information or documentation as confidential, the Applicant must submit a written request in conjunction with their RFP proposal. The request must precisely identify the information and/or documentation that is the subject of the request and shall clearly label the relevant information and/or documentation as "**CONFIDENTIAL**" in the RFP Application.
- *LIFT expects all of its subcontractors, suppliers, and vendors to comply with all of their applicable obligations under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 or any other law requiring equal opportunity for disabled persons, and other protected veterans. Further, the equal employment opportunity clauses set forth in 41 CFR § 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR § 60-741.5(a) are hereby incorporated by reference into all of the transactions between our companies. LIFT encourages all minority and women-owned businesses to apply.*
- Protest must be made in writing to the LIFT CA Administration Office with attention to the Executive Director.
- See the attachment **Provisions** for more info.

12. Posting of Modifications/Addenda to RFP

This RFP has been distributed electronically using the LIFT CA website. If the LIFT CA determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Contractor to check the LIFT CA website for any addenda or modifications to the RFP. The LIFT CA accepts no liability and will provide no accommodation to Applicants who submit a response based on an out-of-date RFP.

ATTACHMENT 1
PRODUCT LIST &
LOCATION LIST
3 PAGES

Lift Community Action Agency - USDA 2026 Product List

attachment 1

Type	Item	Count/Case/Size	Notes/Case Size	C.N. # (If Applicable)
Food	Animal Crackers		Whole Grain Must have CN Label	
Food	Beef Ravioli School Pack	#10 Can 6/case	Must have CN Label	
Food	Breaded Beef Finger WG	495 pc .97 oz	Whole Grain Must have CN Label	
Food	Bug Bites	210 ct 1 oz	Whole Grain Must have CN Label	
Food	Chesse Pizza WG	72 pc 4.8 oz	Whole Grain Must have CN Label	
Food	Chicken Breast Patty	2 - 5# bags	Whole Grain Must have CN Label	
Food	Chicken Brest 402	2/516		
Food	Chicken Nuggets	6 x 5.46# .67 oz	Whole Grain Must have CN Label	
Food	Corn Flakes Bulk Pack	35 oz 4/case		
Food	English Muffins 2.202	144 PK	Whole Grain Must have CN Label	
Food	French Toast Sticks Bulk	143 ct 2 x 5#	Whole Grain Must have CN Label	
Food	Green Beans	#10 Can 6/case		
Food	Ground Beef 80/20 Fresh	#5 rolls 16/case		
Food	Pancakes 1.302	144 PK	Whole Grain Must have CN Label	
Food	Pollocks Fish Sticks	105 pc 1.5 oz	Must have CN Label	
Food	Tiger Bites	150 ct 1 oz	Whole Grain Must have CN Label	
Food	Turkey Ham		Whole Grain Must have CN Label	
Food	Unsweetened Apple Sauce	#10 Can 6/case		
Food	Whole Grain Waffles	144 PK	Whole Grain Must have CN Label	

Lift Community Action Agency - USDA 2026 Product List

attachment 1

Type	Item	Count/Case/Size	Notes/Case Size	C.N. # (If Applicable)
Dairy	1% milk galon			
Dairy	5 lbs sliced american cheese			
Dairy	Lactaid 1/2 galon			
Dairy	mild chedar shreads or mix 5#			
Dairy	Whole milk galon			

Lift Community Action Agency - USDA 2026 Product List

attachment 1

Type	Item	Count/Case/Size	Notes/Case Size	C.N. # (If Applicable)
Supplies	1/2 Gallon Freezer Bag	500CT		
Supplies	Dishwashing Liquid (gal)	1 gal 4/case		
Supplies	Divided plates 9" composit	500 ct		
Supplies	Foil Wrap	18" x 500 '	Extra Heavy Duty	
Supplies	Gallon Freezer Bag	500 ct		
Supplies	Heavy Drum/Can Liners 60 Gal	100 ct		
Supplies	Mop Head Replacement	(blank)	Screw On	
Supplies	Napkins	500 ct 12/case		
Supplies	Pan Spray	17 oz 6/case		
Supplies	Paper Towels- Kitchen Roll	30/case	(blank)	
Supplies	Pine Sol Cleaner	144 oz 3/case		
Supplies	Plastic Forks	1000 ct		
Supplies	Plastic Spoons	1000 ct		
Supplies	Plastic Wrap	24" x 2000'		

Lift Community Action Agency

USDA 2026 Kitchen Locations – Attachment 1

Please select all locations/areas you service.

	City	Location Name	Address	State	ZIP	Service Area?
☐	Antlers	Antlers EHS	611 SW B Street	OK	74523	
☐	Antlers	Antlers HS	609 SW B Street	OK	74523	
☐	Broken Bow	Broken Bow Day Care	1008 North Park Drive	OK	74728	
☐	Fort Towson	Fort Towson HS	604 West Boston	OK	74735	
☐	Horace Mann	Horace Mann HS	400 South K Street	OK	74743	
☐	Hugo	Hugo 2 HS	113 Lowery Street	OK	74743	
☐	Hugo	Hugo EHS	107 South 7th	OK	74743	
☐	Idabel	Idabel HS/EHS	1203 SE Quincy Street	OK	74745	
☐	Rattan	Rattan 1 HS	HC 67 Box 510	OK	74562	

Attachment 2

Required Paperwork

**Please complete and return with your
proposal. Thank You.**

CERTIFICATION REGARDING DEBARMENT/SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER-TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Title 2 CFR §180, as adopted and modified by USDA regulation at 2 CFR §417, Responsibilities of Participants Regarding Transactions.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
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.

Institution Name

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

Name of Institution Official

Title of Official

Signature

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT/ SUSPENSION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
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 which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
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 the transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
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 principals. Each participant may, but is not required to, check the Nonprocurement 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 that certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
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 REGARDING LOBBYING

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, 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 a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than 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, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352

(SEE REVERSE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action: ☐ a. Contract ☐ b. Grant ☐ c. Cooperative Agreement ☐ d. Loan ☐ e. Loan Guarantee ☐ f. Loan Insurance	2. Status of Federal Action: ☐ a. Bid/Offer/Application ☐ b. Initial Award ☐ c. Postaward	3. Report Type: ☐ a. Initial Filing ☐ b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
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4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number: (if known) 	9. Award Amount: (if known) \$ _____
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI) 	b. Individual Performing Services: (including address if different from No. 10a) (last name, first name, MI)
11. Amount of Payment: (check all that apply) \$ _____ ☐ Actual ☐ Planned	13. Type of Payment: (check all that apply) ☐ a. Retainer ☐ b. One-Time Fee ☐ c. Commission ☐ d. Contingency Fee ☐ e. Deferred ☐ f. Other: (specify) _____
12. Form of Payment: (check all that apply) a. Cash Nature _____ b. In-kind (specify) Value _____	
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s), contracted for payment indicated in Item 11: (Attach Confirmation Sheets if necessary)	
15. Continuation Sheets Attached: ☐ Yes ☐ No	

16. Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. §1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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. §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 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 (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 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; 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 Item 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 name of the individual performing services, and include full address if different from 10a. 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 item. Check all items 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. 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 of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form, print his or 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 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 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.

NON-COLLUSION AFFIDAVIT

The following affidavit is submitted by bidder as a part of this bid and proposal:

STATE OF _____)

) §

COUNTY OF _____)

The undersigned deponent, of lawful age, being duly sworn, upon his oath, deposes and says: That he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has not, directly or indirectly, entered into an agreement, expressed or implied, with any bidder or bidders, having for its object controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

Deponent further states that the bidder has not been a party to any collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price, or to refrain from bidding; or with any authority or official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any authority or official or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder has not paid, given or donated or agreed to pay, give or donate to any officer of the Authority or City of Ardmore any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

NON-KICKBACK AFFIDAVIT

The undersigned person, of lawful age, being duly sworn, on oath, says this invoice is true and correct and that he/she is authorized to submit the invoice pursuant to a contract or purchase order. Affidavit further states the (work, services, or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specifications, orders, requests, or contract furnished or executed by the affidavit. Affidavit further states that he/she has made no payment directly or indirectly to any elected official, officer, or employee of the organization or company or money or any other thing of value to obtain payment of the invoice to procure the contract or purchase order pursuant to which an invoice is submitted.

Name of Bidder

Signature of Bidder

Title

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

LIFT

Community Action Agency, Inc.

*Rebecca Reynolds, Executive Director
David Hawkins, Board Chairman*

Vendors/Contractors/Suppliers

For accurate record-keeping and timely payment processing, we ask that the following information be completed and returned to our accounting department. Incomplete or missing information will result in a payment processing delay.

All vendors/contractors/suppliers

- LIFT CA, Inc. Vendor Information Form (attached)
- IRS Form W-9 Request for Tax Payer Identification (attached)
- Non-Oklahoma vendors – a copy of Oklahoma Sales Tax Permit provided you have nexus in Oklahoma

Contractors/Service or repair

- Certificate of Coverage for General Liability Insurance (must be kept current)
- Certificate of Coverage for Workers Compensation Insurance or Certificate of (Non-coverage) Exempt Status (must be kept current)

As a grant-funded nonprofit, LIFT CA must maintain compliance with various reporting regulations. The above information is required to ensure our agency remains compliant, allowing us the opportunity to continue serving our communities.

Note to Sole Proprietors: If you are exempt under the Administrative Workers' Compensation Act, you may file an Affidavit of Exempt status with the Oklahoma Workers Compensation Commission. A fee applies. For more information contact the Oklahoma Workers' Compensation Commission at (405) 522-3222 or visit www.ok.gov/wcc.

LIFT Community Action Agency, Inc. is not exempt from sales tax. We ask that all sales tax and freight charges be itemized separately on invoices. We process payments by invoice and cannot pay from a statement. All invoices are processed for payment at least twice a month. LIFT Community Action Agency, Inc. should have only one account with suppliers for all our departments and locations. Shipment addresses will be designated at the time of order placement and all orders/purchases require a purchase order number. Order confirmations and invoices may be sent to orders@liftca.org or the address below.

Our billing address is as follows and monthly statements should be sent attention to Accounts Payable. LIFT Community Action Agency, Inc., 209 North 4th Street, Hugo, OK 74743

For inquiries regarding past due invoices or late payments, please contact Accounting at telephone 580 326 3351; fax 580 326 2305; or email accounting@liftca.org.



209 North 4th Street - Hugo, OK 74743
www.liftca.org
Telephone: 580.326.3351 | Fax: 580.326.2305
TTD/TTY - 711

This institution is an equal opportunity employer



LIFT

Community Action Agency, Inc.

*Rebecca Reynolds, Executive Director
David Hawkins, Board Chairman*

Small Business Definitions

"Small Business Concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operations in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121. (See FAR 19.001, Definitions, and FAR 19.102).

"Small Disadvantaged Business Concern," means an offeror that represents, as part of its offer, that it is a small business under the size standards applicable to the acquisition - either received certification as a small disadvantaged business concern; no change in disadvantaged ownership since certification concern is owned by one or more individuals whose individual net worth does not exceed \$750,000 or is a certified small disadvantaged business concern in SBA's PRO-Net database.

"Women-Owned Business," means a small business which is at least 51 percent owned by one or more women; who also control and operate the business or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Veteran-Owned Small Business Concern," means a small business concern that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans and the management and daily operations are controlled by one or more veterans.

"Service-Disabled Veteran-owned Small Business Concern," means a small business concern that is not less than 51 percent owned by one or more service-disabled veterans or in a publicly owned business 51 percent of the stock is owned by one or more service disabled veterans; and the management and daily business operations are controlled by one or more service- disabled veterans with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"HUBZone," means a historically underutilized business zone, which is an area located within one or more qualified census tracks, qualified non-metropolitan counties, or lands within the external boundaries of an Indian Reservation.



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Vendor Information Form

Vendor Name

Contact/Owner/Manager

Phone

Remit To/Pay To

Remittance Email

Remittance Address

Accounting Contact

Phone

Accounting Email

Customer/Account # Assigned to Lift: _____ (for reference when contacting your business)

Business/Service Type: _____

Examples: HVAC, event speaker, bakery, general contractor, childcare provider or janitorial supplies and services.

- Is your business a small business as defined under the Code of Federal Regulations? YES _____ NO _____
 - Is owner/director related to any LIFT CAA, Inc. employees? YES _____ NO _____
- *Will not be a deciding factor in services acquired. For agency reporting guidelines only.

Out of State Vendors ONLY:

Do you have Nexus in Oklahoma? YES NO Oklahoma Sales Tax #: _____
(For Oklahoma use tax reporting) (Attach a copy of certificate)

This section is for LIFT CA purposes only (completed by staff before submitting to accounting)

PROGRAM STAFF

Will/could this Vendor be physically performing work/services on Lift Property?

YES

NO

Info verified by: _____
(staff signature; other than who obtained information)

Date: _____

Verified/Spoke with: _____
(vendor representative)

Date: _____

Program Director: _____
(program director's signature)

Date: _____

ACCOUNTING STAFF ONLY

Verified @ www.sam.gov _____ NS: _____ Vendor File: _____
(attach screen shot)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Automatic Deposit of Vendor/Contractor Payments Form

Vendor/Contractor Name: _____

Address: _____ City: _____ Zip Code: _____

Please authorize the following option:

1. Vendor/Contractor reimbursement

☐ Automatic Deposit

NOTE: IF YOU CHANGE BANKS YOU WILL NEED TO COMPLETE ANOTHER AUTOMATIC DEPOSIT OF VENDOR/CONTRACTOR PAYMENT FORMS, AND BE SURE TO GIVE AT LEAST A MONTH NOTICE.

=====

I hereby authorize LIFT Community Action Agency, Inc., hereafter called LIFT CAA, to initiate credit entries and to initiate, if necessary, debt entries and adjustments for a credit entry in error, to my financial institution I have listed below. I enclosed a copy of a voided check that shows I am the account holder.

Checking / Savings Account (*Circle One*) indicated below, and Depository Institution named below, hereinafter called Depository to credit and/or debit the same to such account.:

Depository Institution: _____ Branch: _____

City: _____ State: _____ Zip code: _____

Bank/ABA#: _____ Account Number: _____

This authority is to remain in full force and effect until LIFT CAA and Depository have received written notification from the above vendor/contractor of its termination in such time and in such manner as to afford LIFT CAA and Depository a reasonable opportunity to act on it.

Print Name

TIN or Social Security #

Signature

Attach a VOID check to this form and return it to:

LIFT Community Action Agency, Inc., Accounts Payable, 209 North 4th Street, Hugo, OK 74743

GENERAL PROVISION
(KEEP FOR YOUR RECORDS)

Lift Community Action Agency follows the applicable requirements and expects all of its subcontractors to adhere to the same.

A. No Federal Government Commitment or Liability to Third Parties

B.A.1. Except as the Federal Government expressly consents in writing, the Contractor agrees that:

B.A.1.1. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Contractor) to the Underlying Agreement, and

B.A.1.2. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Contractor) to the Underlying Agreement.

B. False or Fraudulent Statements or Claims.

B.B.1. Civil Fraud. The Contractor acknowledges and agrees that:

B.B.1.1. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.

B.B.1.2. By executing the Underlying Agreement, the Contractor certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to the Federal Government.

B.B.1.3. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information.

B.B.2. Criminal Fraud. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

C. Access to Contractor and Third Party Participant Records.

B.C.1. The Contractor agrees and assures that each Subcontractor, if any, will agree to:

B.C.1.1. Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Contractor and each of its Subcontractors,

B.C.1.2. Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Contractor or Third Party Participant within books, records, accounts, or other locations, and

B.C.1.3. Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

D. Federal Changes

B.D.1. The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement as amended or promulgated from time to time during the term of this contract.

E. Civil Rights Requirements

B.E.1. The Contractor agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Contractor or a federal program, including the Tribal Transit Program or the Indian Tribe Contractor, is specifically exempted from a civil rights

statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

- B.E.2.** Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to, and assures that it and each Third Party Participant, will:
- B.E.2.1.** Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
- B.E.3.** Prohibit the:
- B.E.3.1.** Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
- B.E.3.2.** Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
- B.E.3.3.** Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in.
- B.E.4.** Follow:
- B.E.4.1.** The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Contractors," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
- B.E.4.2.** FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- B.E.5.** Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to, and assures that each Third Party Participant, will:
- B.E.5.1.** Prohibit discrimination on the basis of race, color, or national origin,
- B.E.6.** Comply with:
- B.E.6.1.** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
- B.E.6.2.** U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
- B.E.6.3.** Federal transit law, specifically 49 U.S.C. § 5332, and
- B.E.7.** Follow:
- B.E.7.1.** The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Contractors," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
- B.E.7.2.** U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- B.E.7.3.** All other applicable federal guidance that may be issued.
- B.E.8.** Equal Employment Opportunity.
- B.E.8.1.** Federal Requirements and Guidance. The Contractor agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
- B.E.8.2.** Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
- B.E.8.3.** Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- B.E.8.4.** Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,

- B.E.8.5.** FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Contractors," and
- B.E.8.6.** Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- B.E.8.7.** Specifics. The Contractor agrees to, and assures that each Third Party Participant will:
- B.E.8.8.** Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
- B.E.8.9.** Affirmative Action. Take affirmative action that includes, but is not limited to:
- B.E.8.9.1. Recruitment advertising, recruitment, and employment,
- B.E.8.9.2. Rates of pay and other forms of compensation,
- B.E.8.9.3. Selection for training, including apprenticeship, and upgrading, and
- B.E.8.9.4. Transfers, demotions, layoffs, and terminations, but
- B.E.8.10.** Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- B.E.8.11.** Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
- B.E.8.12.** U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- B.E.8.13.** Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

F. Incorporation Of Federal Transit Administration (FTA) Terms

- B.F.1.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

G. Energy Conservation

- B.G.1.** The Contractor agrees to, and assures that its Subcontractors, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

H. Right of the Federal Government to Terminate

- B.H.1.** Justification. After providing written notice to the Contractor, the Contractor agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
- B.H.1.1.** The Contractor has failed to make reasonable progress implementing the Award,
- B.H.1.2.** The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or

B.H.1.3. The Contractor has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

B.H.2. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Contractor has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Contractor to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

B.H.3. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

I. Debarment and Suspension

B.I.1. The Contractor agrees to the following:

B.I.1.1. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.

B.I.1.2. It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:

B.I.1.2.1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,

B.I.1.2.2. U.S. OMB regulatory guidance, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto,

B.I.1.2.3. Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and

B.I.1.2.4. Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Contractors or Third Party Participants.

B.I.1.3. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.

B.I.1.4. It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

B.I.1.4.1. Complies with federal debarment and suspension requirements, and

B.I.1.4.2. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

B.I.1.5. If the Contractor suspends, debar, or takes any similar action against a Third Party Participant or individual, the Contractor will provide immediate written notice to the:

B.I.1.5.1. FTA Regional Counsel for the Region in which the Contractor is located or implements the Underlying Agreement,

B.I.1.5.2. FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or

B.I.1.5.3. FTA Chief Counsel.

J. Buy America

- B.J.1.** The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),

K. Disputes, Breaches, Defaults, or Other Litigation

- B.K.1.** FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- B.K.2.** Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Contractor is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B.K.3.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- B.K.4.** If the Contractor has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Contractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Contractor must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located.
- B.K.5.** Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Contractor may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Contractor receives FTA's prior written concurrence.
- B.K.6.** Enforcement. The Contractor must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

L. Lobbying Restrictions

- B.L.1.** The Contractor agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
- B.L.1.1.** Laws, Regulations, Requirements, and Guidance. This includes:
- B.L.1.1.1.** The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
- B.L.1.1.2.** U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
- B.L.1.1.3.** Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- B.L.1.2.** Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Contractor's or SubContractor's proper official channels.

M. Clean Air Act

- B.M.1.** (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

N. Clean Water

B.N.1. The Common Grant Rules specifically prohibit the use of facilities included in the EPA “List of Violating Facilities,” in the performance of any third party contract at any tier exceeding \$100,000. The contractor must also comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377.

O. Cargo Preference.

B.O.1. Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 C.F.R. part 381, and

P. Fly America

B.P.1. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

Q. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148)

B.Q.1. 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 C.F.R. 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 C.F.R. 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 subcontractor 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.

R. “Anti-Kickback” Prohibitions of:

B.R.1. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874,

B.R.2. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145, and

B.R.3. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. part 3.

S. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)

B.S.1. 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 C.F.R. 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.

T. Bonding.

- B.T.1.** The Contractor agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance: (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
- B.T.2.** (2) Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Contractor will not impose excessive bonding and will follow FTA guidance.

U. Seismic Safety

- B.U.1.** The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

V. Disadvantaged Business Enterprises

- B.V.1.** The Contractor acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, both of which apply to FTA, but not to FRA.
- B.V.2.** FRA is not authorized to use FTA's DBE regulations, and consequently the Contractor agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.
- B.V.3.** The Contractor agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.

W. Prompt Payment and Return of Retainage

- B.W.1.** The entity utilizing this Contract declines to hold retainage from prime contractor and requires a contract clause obligating the prime contractor to make prompt and full payment of any retainage kept by a prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

X. RECYCLED PRODUCTS

- B.X.1.** 42 U.S.C. 6962
- B.X.2.** 40 CFR Part 247
- B.X.3.** Executive Order 12873
- B.X.4. Applicability to Contracts:** The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of one (1) of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.
- B.X.5. Flow down Requirements:** These requirements flow down to all Contractor and sub-Contractor tiers.

- B.X.6.** Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

Y. ADA ACCESS REQUIREMENTS

- B.Y.1.** 49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101
- B.Y.2.** Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.