Request for Proposals
for
Fleet Insurance Services

RFP Issued: February 15, 2022
Finalist Questions Due: March 11, 2022
Responses Due: March 18, 2022 4:00 p.m.
Notice of Award: March 25, 2022

Contact: Amy Wilson
(580) 372-2661
Amy.Wilson@LiftCA.org
1. **INTRODUCTION**

LIFT Community Action Agency ("LIFT CAA" or "LIFT") is issuing this Request for Proposals ("RFP") to solicit responses for fleet vehicle insurance coverage. LIFT is seeking a vendor with the appropriate insurance markets (commercial lines insurance carriers) to ensure our transit vehicle fleet.

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."

Throughout its history, LIFT has progressively grown, adding new programs and services to meet the needs of the area, especially its most vulnerable populations. In 1971, LIFT had an annual budget of $607,583. Today the agency’s current budget is close to $22 million. According to the 1970 census, 63.6% of the residents in the tri-county area had incomes below the OEO poverty guidelines. Now, according to the 2010 census, 24% of the residents of the tri-county area are living below poverty. This decrease in poverty is due primarily to the anti-poverty programs implemented through the years by LIFT Community Action Agency, Inc.

**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.

4. **ADDITIONAL INFORMATION**

To the extent additional information is necessary for Proposer to adequately provide a proposal for such services, LIFT encourages Proposers to ask for supplemental information as part of the Question and Answer period. All supplemental information will be provided as part of LIFT’s responses to the questions.
5. SERVICES REQUIRED

LIFT is seeking written proposals from experienced and qualified insurance vendors to provide fleet vehicle insurance services.

6. Scope of Services

The successful Broker will be expected to provide a full range of services, including but not limited to:

- Evaluate LIFT’s existing insurance program, and as necessary recommend changes to terms, conditions, or coverage limits to ensure the program is affordable and adequately protects LIFT.
- Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of LIFT and verify the reasonableness of the price for the coverage provided.
- Provide LIFT with a summary of various insurance program options, including, but not limited to: limits, coverages, retention levels, terms, conditions, and payment options.
- Provide analysis and recommendations as to the most cost-effective means for addressing LIFT’s exposure.
- Make recommendations to LIFT as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet LIFT’s needs and objectives.
- Represent LIFT in all negotiations with insurers, underwriters, and other parties with regard to the insurance program.
- Provide premium estimates at least one month in advance of renewal deadlines each year.
- Assure that insurance policies are placed with reputable and financially responsible insurers.
- Bind insurance coverage on the exact dates needed by LIFT.
- Verify that new policies, binders, certificates, endorsements, and other documents are accurate and reflect the terms and conditions agreed during negotiations.
- Respond to all insurance-related questions and requests for advice from the LIFT staff in a timely manner.
- Assist the LIFT staff to coordinate inspection, audit, or other Carrier requests.
- Assist with the claim submission and handling process.
- Serve as the intermediary between LIFT and the insurer when there is a reasonable coverage dispute.
7. **Evaluation Process**

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

8. **Evaluation Criteria**

Selection of a Proposer to provide the services sought herein may be based on the criteria listed:

- Qualifications and Experience/References 40%
- Proposal Submission and Services 30%
- The comprehensiveness of the coverage provided in relation to the premium cost 30%
- Lack of debarment status by either the state or federal government is also required.

The order of these factors does not generally denote relative importance. The goal of this RFP is to select and enter into an agreement with the Proposer that will provide the best value for the Services to achieve LIFT goals.

9. **Application and Submission**

Proposers 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 the rejection of an Application.

**Step 1**: RFP issued and published.

**Step 2**: Question and Answer Period: LIFT will accept questions through March 11, 2022. Because these questions and their answers will be specific to each vendor’s proposed coverage and carrier requirements, they will not be publicly posted. However, LIFT reserves its right to share additional information it deems appropriate.

**Step 3**: Proposal Submission Procedure

All applications must be submitted in writing, with one (1) unbound original; 1 bound copy (no three-ring binders); and one electronic version thereof.
10. Required Submissions

All Applications must include the items listed below:

☐ Application Cover Sheet (Attachment 1)

☐ Application, which shall include:

  Company Info/Staff Team
  - How is your company/staff team structured? Please include a brief history of the company and/or staff including any experience or credentials.
  - Who will be the primary representative and the day-to-day contact(s) for the account?

References
  - Provide at least (3) references, including name, contact person, and phone number/email address.

Quality Assurance Program
  - Provide a sample of the Quality Assurance Program including written service standards for managing similar clients.

Transition Proposal
  - Transition Timeline

Fee Proposal
  - Indicate if you propose to write LIFT’s account on a commission basis or annual fee basis.

Agreements
  - Provide a sample of any insurance agreement(s), if applicable, or any other terms and conditions, which LIFT would be expected to execute and/or follow.

Insurance Proposal
  - Provide a premium summary of your recommended program, including premium by policy and coverage. Indicate any pricing variations for higher limits, lower/higher deductibles, and any enhanced coverage terms and conditions.
  - Provide a summary of coverage policy, including, but not limited to, limits, deductibles, limitations, and subjectivities.
  - Provide a list of endorsements that would be included under each coverage type.

LIFT reserves the right to request sample copies of the policies and endorsements recommended in your proposal.
Applications must be delivered as follows:

**Hardcopy applications must be submitted to**

LIFT Community Action Agency  
Attn: Insurance RFP  
209 N 4th Street  
Hugo, OK 74743

With the electronic version submitted to FleetRFP@LiftCA.org

All responses, applications, data, materials, information, and documentation submitted to LIFT CAA in response to this RFP shall become LIFT CAA’s property and shall be subject to public disclosure. As a public entity, the LIFT CAA is subject to the Oklahoma Public Records Law. There are very limited and narrow exceptions to disclosure under the Public Records Law. If a proposer wishes to have the LIFT CAA treat certain information or documentation as confidential, the Proposer 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.

### 11. Application Timeframe

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

<table>
<thead>
<tr>
<th>Task</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>February 15, 2022</td>
</tr>
<tr>
<td>Question &amp; Answer Time</td>
<td>March 11, 2022</td>
</tr>
<tr>
<td>RFP Proposals Due</td>
<td>March 18, 2022 at 4:00 p.m.</td>
</tr>
<tr>
<td>Notification of Award</td>
<td>March 25, 2022</td>
</tr>
</tbody>
</table>

### 12. Questions

Questions must be submitted by electronic mail to fleetrfp@liftca.org with the following Subject Line: “Fleet Insurance RFP Questions”. Responses to all questions received will be communicated directly back to each Broker.
13. General Conditions

- If an application fails to meet any material terms, conditions, requirements, or procedures, it may be deemed unresponsive and disqualified. The LIFT CAA reserves the right to waive omissions or irregularities that it determines to be not material.

- This RFP, as may be amended from time to time by LIFT CAA, does not commit LIFT CAA to select any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. LIFT CAA reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with prospective Proposers, to accept or reject any or all applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Proposers, 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 CAA, Proposers shall limit communications with the LIFT CAA to the Procurement Team Leader and such other individuals as the LIFT CAA may designate from time to time. No other LIFT CAA employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Proposers may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.

- The LIFT CAA may provide reasonable accommodations, including the provision of materials in an alternative format, for Proposers with disabilities or other hardships. Proposers requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The LIFT CAA reserves the right to grant or reject any request for accommodations.

- Proposer’s Application shall be treated by the LIFT CAA as an accurate statement of Proposer’s capabilities and experience. Should any statement asserted by Proposer prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for LIFT CAA in its sole discretion to reject the Application and/or terminate any resulting Agreement.

- Costs that are not specifically identified in the Proposer’s response and/or not specifically accepted by LIFT CAA as part of the Agreement will not be compensated under any contract awarded pursuant 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 CAA’s prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. The selected Proposer 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 Proposer 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 Proposer.

- 

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 LDCAA Administration Office with the attention Executive Director.

• Any and all responses, Applications, data, materials, information, and documentation submitted to LIFT CAA in response to this RFP shall become LIFT CAA’s property and shall be subject to public disclosure. As a public entity, the LIFT CAA 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 CAA treat certain information or documentation as confidential, the Proposer 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.

14. Posting of Modifications/Addenda to RFP

This RFP has been distributed electronically using the LIFT CAA website. If the LIFT CAA 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 Proposer to check the LIFT CAA website for any addenda or modifications to the RFP. The LIFT CAA accepts no liability and will provide no accommodation to Proposers who submit a response based on an out-of-date RFP.

15. Required Federal Clauses

• See Attachment 5

Attachments:
1. Application Cover Page
2. Current Policy Info
3. Driver Information
4. Vehicle Information
5. Required Federal Clauses
# Application Cover Sheet

<table>
<thead>
<tr>
<th>Name of Applicant</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City/Town</th>
<th>State</th>
<th>Zip Code</th>
</tr>
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<tbody>
<tr>
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<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
<th>Cell Phone</th>
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<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Primary Contact for Clarification</th>
<th>Primary Contact E-mail Address</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Authorized Signatory</th>
<th>Authorized Signatory E-mail Address</th>
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## Company History:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
### Employment:

<table>
<thead>
<tr>
<th>Staff Name</th>
<th>Job Title</th>
<th>Other Info</th>
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</thead>
<tbody>
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</tbody>
</table>

**Reference 1:**

Company Name: __________________________________________

Contact Person: __________________________________________

Email/Phone: ____________________________________________

**Reference 2:**

Company Name: __________________________________________

Contact Person: __________________________________________

Email/Phone: ____________________________________________

**Reference 3:**

Company Name: __________________________________________

Contact Person: __________________________________________

Email/Phone: ____________________________________________
ATTACHMENT 2
Philadelphia Indemnity Insurance Company

COMMON POLICY DECLARATIONS

Policy Number: PHPK2249192

Named Insured and Mailing Address:
Little Dixie Community Action Agency Inc
dba Little Dixie Transit
209 N 4th St
Hugo, OK 74743-3809

Producer: 4584
Tedford & Associates, LLC
PO Box 1050
Jenks, OK 74037

Policy Period From: 03/16/2021 To: 03/16/2022

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

<table>
<thead>
<tr>
<th>Coverage Part</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Property Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial Crime Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial Inland Marine Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial Auto Coverage Part</td>
<td>110,001.00</td>
</tr>
<tr>
<td>Businessowners</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td></td>
</tr>
</tbody>
</table>

Total $ 110,001.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

John W. Glomb, Jr.
President & Chief Underwriting Officer
Philadelphia Indemnity Insurance Company

Form Schedule – Policy

**Policy Number:** PHPK2249192

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

<table>
<thead>
<tr>
<th>Form</th>
<th>Edition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHY MyPHLY</td>
<td>0000</td>
<td>WHY MyPHLY?</td>
</tr>
<tr>
<td>CSNotice-1</td>
<td>0120</td>
<td>Making Things Easier</td>
</tr>
<tr>
<td>BJP-190-1</td>
<td>1298</td>
<td>Commercial Lines Policy Jacket</td>
</tr>
<tr>
<td>OK Fracking Notice</td>
<td>1215</td>
<td>OK Notice: Earthquakes From Oil And Gas Activities</td>
</tr>
<tr>
<td>PI-FEES-NOTICE 1</td>
<td>1119</td>
<td>Notice Late/Non-Sufficient Funds/Reinstatement Fee</td>
</tr>
<tr>
<td>PP2020</td>
<td>0220</td>
<td>Privacy Notice For Commercial Lines</td>
</tr>
<tr>
<td>CPD-PIIC</td>
<td>0614</td>
<td>Common Policy Declarations</td>
</tr>
<tr>
<td>Additional Insured Schedule</td>
<td>0100</td>
<td>Additional Insured Schedule</td>
</tr>
<tr>
<td>IL0017</td>
<td>1198</td>
<td>Common Policy Conditions</td>
</tr>
<tr>
<td>IL0021</td>
<td>0908</td>
<td>Nuclear Energy Liability Exclusion Endorsement</td>
</tr>
<tr>
<td>IL0177</td>
<td>1010</td>
<td>Oklahoma Chgs-Concealment, Misrepresentation or Fraud</td>
</tr>
<tr>
<td>IL0179</td>
<td>1002</td>
<td>Oklahoma Notice</td>
</tr>
<tr>
<td>IL0236</td>
<td>0907</td>
<td>Oklahoma Changes - Cancellation and Nonrenewal</td>
</tr>
<tr>
<td>PI-ACL-001 OK</td>
<td>1218</td>
<td>Absolute Cyber Liability And Electronic Exclusion</td>
</tr>
<tr>
<td>PI-HS-029</td>
<td>0220</td>
<td>Exclusion - Adoption and Foster Care Operations</td>
</tr>
</tbody>
</table>
Philadelphia Indemnity Insurance Company

Additional Insured Schedule

**Policy Number:** PHPK2249192

Additional Insured

Logisticare Solutions, LLC
4149 Highline Blvd, Ste 200
Oklahoma City, OK 73108-2097

CA2048 - Commercial Automobile
re: funding source

Additional Insured

Oklahoma DHS
Aging Service Division
2401 NW 23rd, Ste 40
Oklahoma City, OK 73107-2422

CA2048 - Commercial Automobile
re: funding source
BUSINESS AUTO DECLARATIONS

ITEM ONE

Company Name: Philadelphia Indemnity Insurance Company

Producer Name: Tedford & Associates, LLC

Named Insured And Mailing Address:
Little Dixie Community Action Agency Inc
dba Little Dixie Transit
209 N 4th St
Hugo, OK 74743-3809

Policy Period
From: 03/16/2021
To: 03/16/2022
At 12:01 AM Standard Time at your mailing address shown above

Previous Policy Number: PHPK2109437

Form Of Business: NON PROFIT ORGANIZATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium Shown Is Payable At Inception: $110,001.00
Audit Period (if applicable): [ ] Annually [ ] Semiannually [ ] Quarterly [ ] Monthly

Endorsements Attached To This Policy

SEE SCHEDULE
<table>
<thead>
<tr>
<th>Countersignature Of Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**Note**

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.
ITEM TWO
Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Covered Autos</th>
<th>Limit</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Autos Liability</td>
<td>01</td>
<td>$1,000,000 CSL</td>
<td>$72,161.00</td>
</tr>
<tr>
<td>Personal Injury Protection (Or Equivalent No-fault Coverage)</td>
<td>Separately Stated In Each Personal Injury Protection Endorsement Minus $ Deductible</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)</td>
<td>Separately Stated In Each Added Personal Injury Protection Endorsement</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Property Protection Insurance (Michigan Only)</td>
<td>Separately Stated In The Property Protection Insurance Endorsement Minus $ Deductible For Each Accident</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Auto Medical Payments</td>
<td></td>
<td>Each Insured</td>
<td>$</td>
</tr>
<tr>
<td>Medical Expense And Income Loss Benefits (Virginia Only)</td>
<td>Separately Stated In The Medical Expense And Income Loss Benefits Endorsement</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Uninsured Motorists</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
ITEM TWO  
Schedule Of Coverages And Covered Autos (Cont'd)

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Covered Autos</th>
<th>Limit</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Damage</td>
<td>07</td>
<td>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</td>
<td>$ 14,631.00</td>
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<tr>
<td>Comprehensive Coverage</td>
<td></td>
<td>$ SCHEDULE Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>See Item Four for Hired or Borrowed Autos.</td>
<td></td>
</tr>
<tr>
<td>Physical Damage</td>
<td></td>
<td>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</td>
<td></td>
</tr>
<tr>
<td>Specified Causes Of Loss</td>
<td></td>
<td>$ 25 Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism</td>
<td></td>
</tr>
<tr>
<td>Coverage</td>
<td></td>
<td>See Item Four for Hired or Borrowed Autos.</td>
<td></td>
</tr>
<tr>
<td>Physical Damage</td>
<td></td>
<td>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus</td>
<td>$ 23,209.00</td>
</tr>
<tr>
<td>Collision Coverage</td>
<td>07</td>
<td>$ SCHEDULE Deductible For Each Covered Auto</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>See Item Four for Hired or Borrowed Autos.</td>
<td></td>
</tr>
<tr>
<td>Physical Damage Towing And Labor</td>
<td></td>
<td>$ For Each Disablement Of A Private Passenger Auto</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Premium For Endorsements</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Estimated Total Premium*</td>
<td></td>
<td>$ 110,001.00</td>
<td></td>
</tr>
</tbody>
</table>

*This policy may be subject to final audit.
ITEM THREE
Schedule Of Covered Autos You Own

<table>
<thead>
<tr>
<th>Covered Auto Number:</th>
<th>SEE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town And State Where The Covered Auto Will Be Principally Garaged:</td>
<td>SEE SCHEDULE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Covered Auto Description</th>
<th>SEE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year:</td>
<td>Model:</td>
</tr>
<tr>
<td>Body Type:</td>
<td>Trade Name:</td>
</tr>
<tr>
<td>Serial Number(s):</td>
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</tbody>
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| $ | SEE SCHEDULE |

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss: SEE SCHEDULE, IF APPLICABLE
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ATTACHMENT 5
**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.1.2. 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.6.2. 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.7.3. All other applicable federal guidance that may be issued.


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.8.3. 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:


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
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.1.4. 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, debars, 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. 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.
K. **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.1.1.3. 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.

L. **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).

M. **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.

N. **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 workweek of 40 hours. Work in excess of the standard workweek 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 workweek. 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. 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.

**U. Prompt Payment and Return of Retainage**

**B.W.1.** The entity utilizing this Contract declines to hold retainage from the 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.
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 Ex
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
## Disclosures 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

### 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

### 4. Name and Address of Reporting Entity:
- Prime
- Subawardee
- Tier
- 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

### 12. Form of Payment: (check all that apply)
- a. Cash
- b. In-kind (specify)

### 13. Type of Payment: (check all that apply)
- a. Retainer
- b. One-Time Fee
- c. Commission
- d. Contingency Fee
- e. Deferred
- f. Other: (specify)

### 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:

### 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.

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**Signature:**
- Print Name:
- Title:
- Telephone Number:
- Date:
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.