

BIOREFINERY, RENEWABLE CHEMICAL, AND
BIOBASED PRODUCT MANUFACTURING
ASSISTANCE PROGRAM

APPLICATION FOR LOAN GUARANTEE

Rural Business-Cooperative Service (Agency)

Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years or both."

Capitalized terms will have the meaning defined in the applicable Program regulations.

CERTIFICATION: Information contained below and in attached exhibits is true and complete to my best knowledge. (Misrepresentation of material facts may be the basis for denial of credit by the Agency)

PART A: Completed By Borrower

1. AMOUNT OF LOAN \$ _____	2. NAME OF BORROWER _____		3. ADDRESS (Include Zip Code) _____	
4. CONTACT PERSON _____	5. TELEPHONE NUMBER (Include Area Code) _____		6. TAX ID # OR SOCIAL SECURITY # FOR INDIVIDUALS _____	
7. PROJECT LOCATION (Town/City) _____	8. POPULATION _____	9. COUNTY _____	10. TYPE OF BORROWER <input type="checkbox"/> Proprietorship <input type="checkbox"/> Cooperative <input type="checkbox"/> Partnership <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Corporation <input type="checkbox"/> Other	11. NAICS CODE _____
12. DATE BUSINESS ESTABLISHED _____	13. DUNS Number _____		16. HAS BORROWER OR RELATED INDIVIDUAL EVER BEEN IN RECEIVERSHIP OR BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO	
14. a. THIS PROJECT IS <input type="checkbox"/> An expansion <input type="checkbox"/> New Business <input type="checkbox"/> Refinancing <input type="checkbox"/> Transfer of ownership <input type="checkbox"/> Other b. JOBS Created _____ Saved _____	15. IF BORROWER IS AN INDIVIDUAL (Item 10 checked proprietorship) A. IS HE OR SHE A VETERAN? <input type="checkbox"/> YES <input type="checkbox"/> NO B. MARITAL STATUS - <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried		16. HAS BORROWER OR RELATED INDIVIDUAL EVER BEEN IN RECEIVERSHIP OR BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO	

17. SCHEDULE OF INSTALLMENT DEBTS, CONTRACTS, NOTES, AND MORTGAGES PAYABLE CORRELATED TO CURRENT BALANCE SHEET DATED _____, INDICATE WITH ASTERISK (*) DEBTS TO BE REPAYED WITH PROPOSED AGENCY GUARANTEED LOAN IF APPLICABLE. (*Attach additional sheet if necessary.)

CREDITOR	ORIGINAL LOAN AMOUNT	LOAN BALANCE	DATE OF LOAN	INTEREST RATE	MATURITY DATE	M - MONTHLY Q - QUARTERLY A - ANNUAL	CURRENT? Y - YES N - NO	SECURITY

18. FOR EXISTING BUSINESSES ONLY – AGING OF ACCOUNTS RECEIVABLE (A/R), CORRELATED TO THE CURRENT BALANCE SHEET DATED _____.

A/R 30 Days or Less\$ _____
A/R 31 Days to 60 Days ..\$ _____
A/R 61 to 90 Days\$ _____
A/R Over 90 Days\$ _____

19. PROFESSIONAL SERVICE FEES FOR ENGINEERS, ARCHITECTS, LAWYERS, ACCOUNTANTS, LOAN PACKAGERS, APPRAISERS, PROVIDED IN THE PREPARATION OF THIS APPLICATION (SUBJECT TO AGENCY APPROVAL)

NAME	SERVICE	FEE/COMPENSATION	SOURCE OF FUNDING

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a Person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control numbers for this information collection are 0570-0017. The time required to complete this information collection is estimated to average 4 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

20. PROVIDE INFORMATION BELOW ON KEY PEOPLE (PROPRIETORS, PARTNERS, OFFICERS, DIRECTORS, KEYS EMPLOYEES, AND STOCKHOLDERS WITH 20 PERCENT OR MORE INTEREST IN THE BUSINESS). ALSO INCLUDE PERSONS THAT WILL GUARANTEE LOAN. (*Optional, used for monitoring purposes only.).

NAME AND POSITION	RACE *	SEX *	U.S. CITIZEN YES OR NO	ANNUAL COMPENSATION	PERCENT OF OWNERSHIP	OUTSIDE NET WORTH	PERSONAL/ CORPORATE GUARANTEE YES OR NO

ATTACH THE FOLLOWING IF NOT ALREADY SUBMITTED (as required by applicable regulations):

- 21. A Project Summary completed in accordance with 7 CFR part 4279.261(a).
- 22. Attach business plan that conforms to 7 CFR part 4279.261(f).
- 23. The most recent audited financial statements of the Borrower and a current (not more than 90 days old) balance sheet and a pro forma balance sheet projected at startup. A Project financial model, in an electronic format should also be submitted.
- 24. Priority Score. Attach information in a format that is responsive to the scoring criteria specified in 7 CFR 4279.266.
- 25. Feasibility Study that is prepared by a qualified, independent third party using information gathered from other qualified parties and documents such as: independent engineering reports, marketing studies, feedstock studies, business plans and financial statements prepared by a certified public accountant. Feasibility study criteria are specified in 7 CFR 4279.261(e).
- 26. For Borrowers other than individuals, a Dun and Bradstreet Universal Numbering System (DUNS) number which can be obtained online at <http://fedgov.dnb.com/webform>.
- 27. Intergovernmental consultation comments in accordance with 2 CFR part 415, subpart C or successor regulation.
- 26. Record of any pending or final regulatory or legal (civil or criminal) action against the business, parent, Affiliate, guarantors, subsidiaries, principal stockholders, officers, and directors.

By my signature, I certify that I have read the General Borrower Certifications contained in this application. My signature represents my agreement to comply with the limitations outlined in the General Borrower Certifications.

CORPORATE SEAL

BORROWER SIGNATURE

ATTEST _____

BY _____

TITLE _____

TITLE _____

DATE _____

GENERAL BORROWER CERTIFICATIONS

I. ASSURANCE AGREEMENT (TITLE VI, CIVIL RIGHTS ACT OF 1964)

"Borrower" herein hereby assures the Agency that Borrower is in compliance with and will continue to comply with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), 7 C.F.R. part 15, and Agency regulations promulgated hereunder, 7 C.F.R. § 1901.202 of subpart E of part 1901. In accordance with that Act and the regulations referred to above, Borrower agrees that in connection with any program or activity for which Borrower receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

A. Borrower agrees that any transfer of any aided facility, other than personal property, by sale, lease, or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.

B. Borrower shall:

1. Keep such records and submit to the Agency such timely, complete, and accurate information as the Government may determine to be necessary to ascertain compliance with this agreement and the regulations.
2. Permit access by authorized employees of the Agency during normal business hours to such books, records, accounts, and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
3. Make available to users, participants, beneficiaries, and other interested Persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency finds necessary to inform such Persons of the protection assured them against discrimination.

C. The obligations of this agreement shall continue:

1. As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Borrower retains ownership or possession of the property, whichever is longer.
2. As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Borrower retains ownership or possession of the property.
3. As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.

D. Upon any breach or violation of this agreement the Agency may, at its option:

1. Terminate or refuse to render or continue financial assistance for the aid of the property, facility, Project, service, or activity.
2. Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

II. EQUAL OPPORTUNITY AGREEMENT (EXECUTIVE ORDER 11246, AS AMENDED)

Borrower (whether one or more) and the Agency, pursuant to the rules and regulations of the Secretary of Labor (Secretary) issued under the authority of Executive Order 11246, as amended, agree:

In consideration of financial assistance made or to be made by the Agency to Borrower, Borrower hereby agrees, if the cash cost of construction work performed by Borrower or a construction contract financed with such financial assistance exceeds \$10,000 unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 204 of Executive Order 11246 of September 4, 1965.

A. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause" is required:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or Borrower for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that Borrowers are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and Borrowers for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified Borrowers will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3) of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and Borrowers for employment.
 4. The contractor will comply with all provisions of Executive Order 11246 and with all rules, regulations, and relevant orders of the Secretary of Labor, and of any prior authority which remain in effect.
 5. The contractor shall furnish all information and reports required by Executive Order 11246, rules, regulations, and orders or pursuant thereto, and will permit access to his books, records, and accounts by the USDA, Office of Civil Rights, and the Secretary for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts on accordance with procedures authorized in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary, or as provided by Law.
 7. The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract, or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- B. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Borrower and paid for in whole or in part with the aid of such financial assistance.
- C. To notify all prospective contractors to file the required "Compliance Statement", Form RD 400-6, with their bids.
- D. Form AD-425, "Contractor's Affirmative Action Plan for Equal Employment Opportunity," will accompany the notice of award of the contract. Bid conditions for all nonexempt Federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
- E. To assist and cooperate actively with the Agency and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to the Agency and the Secretary, Form AD-560, "Certification of Non-segregated Facilities," to submit the

Monthly Employment Utilization Report, Form CC-257, as required and such other information as may be required for the supervision of such compliance, and to otherwise assist the Agency in the discharge of its primary responsibility for securing compliance.

- F. To refrain from entering into any contract or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or Federally assisted construction contracts pursuant to part 11, subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the Agency or the Secretary pursuant to such subpart D.
- G. That if Borrower fails or refuses to comply with these undertakings, the Agency may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the Program involved until satisfactory assurance of future compliance has been received from Borrower; and (c) refer the case to the USDA Office of Civil Rights Enforcement and Adjudications Program Complaint and Adjudication Division for appropriate action.

III. FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

- A. The Borrower (Borrower) certifies, acknowledges, and agrees that any loss claim(s) paid by the Government to the Lender on account of any guarantee made pursuant to this application will be a Federal Debt owed to the Government by the Borrower. In such a case, the Government may use all legal collection remedies, including those under the Debt Collection Improvement Act. The Government's right to collect this Federal Debt will not be affected by any release provided to the Borrower by the Lender. Lender agrees that any collection by the Government of this Federal Debt will not be shared with the Lender.
- B. The Federal Government is authorized by law to take any and all actions in the event your loan payments become delinquent or you Default on your loan:
 - Report your name and account information to a credit reporting agency.
 - Assess interest and penalty charges for the period of time that payment is not made.
 - Assess charges to cover additional administrative costs incurred by the Government to service your account.
 - Offset amounts to be paid to you under other Federal programs.
 - Refer your account to a private collection agency to collect the amount due.
 - Foreclosure on any security you have given for the loan.
 - Pursue legal action to collect through the courts.
 - Report any written off debt to the Internal Revenue Service as taxable income.
 - If you are a current or retired Federal employee, take action to offset your salary or civil service retirement benefits.
 - Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the Executive Branch of the Federal Government for a period of debarment or suspension.

IV. STATEMENT REQUIRED BY THE PRIVACY ACT

The Agency is authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et. seq.), or other Acts administered by Agency to solicit the information requested on Agency application forms.

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Identification Number, will result in the rejection of your application.

The principal purposes for collecting the requested information are to determine eligibility for Agency credit or other financial assistance, the need for interest credit, or other servicing actions, for the servicing of your loan, and for statistical analysis. Information provided may be used outside of the Agency for the following purposes:

- To provide the basis for Borrower success stories in USDA news releases.
- Referral to the appropriate law enforcement agency as required by 40 FR 38924 (1975).
- Referral to employees, business, landlords, creditors, or others to determine repayment ability and eligibility for USDA programs.
- Referral to a contractor providing services to Agency in connection with your loan.
- Referral to a credit reporting agency.
- Referral to a Person or organization when Agency decides such referral is appropriate to assist in the collection or servicing of the loans.
- Referral to a Federal Records Center for storage.
- Referral to any other Federal agencies, including those within USDA.

Every effort will be made to protect the privacy of Borrowers.

WARNING

Information supplied to Agency by you or your agents in connection with your loan application may be released to interested third parties, including competitors, without your knowledge or consent under the provision of the Freedom of Information Act (5 U.S.C. 552).

Information not clearly marked "Confidential" may routinely be released if a request is received for same. Further, if we receive a request for information marked "Confidential," the Federal Government will release the information unless you can demonstrate to our satisfaction that release of the information would be likely to produce competitive harm to your business or would constitute a clearly unwarranted invasion of personal privacy. Also, forms, consultant reports, etc., cannot be considered confidential in their entirety if confidential material contained therein can reasonably be segregated from other information.

Information submitted may be made available to the public during the time it is held in Government files regardless of the action taken by Agency on your application.

V. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

The loan Borrower certifies that neither it nor any of its principals:

- A. Are presently excluded or disqualified;
- B. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800 (a) or had a civil judgments rendered against it for one of those offenses within that time period;
- C. Are presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local), commission of any of the offenses listed in 2 C.F.R. §180.800 (a); or
- D. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

VI. FEDERAL DEBT COLLECTION IMPROVEMENT ACT CERTIFICATION

The loan Borrower certifies that the Borrower is not delinquent on any Federal Debt. The Borrower further certifies that no party with a 20 percent or more ownership interest in the Borrower is delinquent on any Federal Debt. The Borrower certifies and acknowledges that any amounts paid by Agency on account of the liabilities of the guaranteed loan will constitute a Federal Debt owed to Agency by the guaranteed loan Borrower. In such case, Agency may use all remedies available to it to collect the debt from the Borrower.

VII. ENVIRONMENTAL CERTIFICATION

The Borrower business certifies that it is in compliance with all local, State, and Federal environmental laws and regulations and will continue to comply with these laws and regulations. In addition, the Borrower certifies it has no knowledge of any environmental contamination of any real or personal property to be pledged as Collateral for the loan which violates any such laws and regulations (other than as disclosed on Form RD 1940-20, "Request for Environmental Information," submitted in connection with this application).

VIII. AMERICANS WITH DISABILITIES ACT STATEMENT

All areas of public accommodation must be accessible to persons with disabilities in accordance with Americans with Disabilities Act of 1990.

IX. FEDERAL EQUAL CREDIT OPPORTUNITY ACT STATEMENT

Federal law does not allow discrimination of any kind. You cannot be denied a loan because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you can legally sign a contract). You cannot be denied a loan because all or part of your income is from a public assistance program. If you believe that you have been discriminated against for any of these reasons, you can write the Secretary of Agriculture, Washington, D.C. 20250. You cannot be denied a loan because you exercised your rights under the Consumer Credit Protection Act. You must have exercised these rights in good faith. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

PART B: Completed By Lender

1. NAME OF LENDER		2. ADDRESS (Include Zip Code)	
3. LENDER TAX ID NUMBER	4. CONTACT PERSON	5. TELEPHONE NUMBER (Include area code)	
6. IS LOAN WITHIN LENDER'S LEGAL LENDING LIMIT? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. GUARANTEE PERCENT REQUESTED? _____ %	8. WHY IS GUARANTEE NEEDED? _____	

9. LIST ANY OFFICER, DIRECTOR, STOCKHOLDER, OR EMPLOYEE WHO HAS A FINANCIAL INTEREST IN THE BORROWER, OR VICE VERSA, AND DESCRIBE THE RELATIONSHIP AND INTEREST:

10. LIST ALL FEES LENDER WILL CHARGE FOR THE LOAN, INCLUDING THE Agency GUARANTEE FEE:

11. LENDER'S SERVICING PLAN (FIELD INSPECTIONS, INTERIM STATEMENTS, ANNUAL AUDITS CREDIT ANALYSIS, ETC.):

12. LIST ANY OTHER Agency GUARANTEED B&I, REAP, AND BAP LOANS MADE BY LENDER:

Borrower Name	Program Type	Total Loan Amount	Guaranteed Loan Amount	Closing Date

13. PROPOSED KEY EMPLOYEE LIFE INSURANCE, EMPLOYEE NAME(S) AND AMOUNT(S):

Assigned to Guaranteed Loan?
Assigned to Guaranteed Loan?

14. COLLATERAL AVAILABLE FOR THE Agency GUARANTEED LOAN:

Presently Owned or to be Acquired	Value	Value Type	Discount Factor	Prior Liens*	Net Collateral Value
A/R					
Inventory					
Office Furniture and Equipment					
Automotive Equipment					
Machinery and Equipment					
Building					
Land					
Other					
TOTALS					

* Indicate by asterisk liens to be paid off with Agency guaranteed loan funds

15. PROJECT SOURCES AND USES OF FUNDING:

	Borrower Contribution	Agency Guaranteed Loan	Other Funds	Total
Working Capital				
Office Furniture and Equipment				
Automotive Equipment				
Machinery and Equipment				
Real Estate				
Debt Restructuring				
Fees: Professional, Agency Guarantee				
Other				
Total				

16. PROPOSED FINANCING:

Financing Source	Loan Amount	Interest Rate "V" variable	Base Rate As of Today	Interest Rate Tied To	Days Interest is Computed On	Term "Y" - Yearly or "M" - Monthly	Monthly Payment
Total							

GENERAL LENDER CERTIFICATION

Lender certifies that it has reviewed, and agrees to comply with, the General Lender Certifications contained in this application.

Lender certifies that it meets all criteria to be considered as an Eligible Lender under applicable Program regulations.

Further, the officer signing on behalf of the Lender certifies that they are authorized to sign on the Lender's behalf.

Lender's Name

Date

By: _____
Officer Signature

Officer Title

GENERAL LENDER CERTIFICATIONS

LENDER _____

I. RESTRICTIONS AND DISCLOSURE OF LOBBYING ACTIVITIES

If any funds have been 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 commitment providing for the United States to guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

II. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 2 C.F.R. §180.335. Copies of the regulations may be obtained by contacting the Agency.

The inability of a Person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set forth on this form. The certification or explanation will be considered in connection with the Agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such Person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Agency, the Agency may terminate this transaction for cause.

The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a Person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency.

The prospective primary participant further agrees by submitting this form that it will comply with 2 C.F.R. subpart C when entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 Agency may terminate this transaction for cause or default.

A. The prospective primary participant certifies that it has notified the Agency whether it or any of its principals:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in §180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local), commission of any of the offenses listed in §180.800 (a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

