

School and Community Nutrition Programs

Indiana Government Center North 9th Floor

100 N Senate Ave.

Indianapolis, IN  46204

[www.doe.in.gov/food](http://www.doe.in.gov/food)

**Vended Meals**

**Invitation for Bid (IFB) or**

**Request for Quote (RF Q)**

**Enter your Sponsor Name (School name, RCCI, etc)**

**Enter your Sponsor or Corporation number**

July 1, (School Year) to June 30, (School Year)

*In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:*[*https://www.usda.gov/sites/default/files/documents/ad-3027.pdf*](https://www.usda.gov/sites/default/files/documents/ad-3027.pdf)*, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

1. ***mail:*** *U.S. Department of Agriculture  
   Office of the Assistant Secretary for Civil Rights  
   1400 Independence Avenue, SW  
   Washington, D.C. 20250-9410; or*
2. ***fax:*** *(833) 256-1665 or (202) 690-7442; or*
3. ***email:***[*program.intake@usda.gov*](http://mailto:program.intake@usda.gov/)

*This institution is an equal opportunity provider.*

**Solicitation to supply SFA with vended meals**

This solicitation for vended meals is issued with the intent of entering into a contract to purchase vended meals in accordance with applicable state and federal laws governing federally-funded Child Nutrition Programs for *SFA name*, herein after referred to as the “School Food Authority (SFA)”. Meal vendors are invited to submit a vended meals bid in response to this solicitation to furnish vended meals to the SFA, for the *20\_\_\_-20\_\_\_* school year. Meal vendors who respond to this solicitation are hereafter referred to as “Vendors”.

If your company is interested in competing for the awarded contract, please respond to this solicitation for bids as directed in this document. Bids must be submitted with the following information clearly marked on the envelope or email response: “**Vended Meals** ” followed by your company’s name

Mailed or hand delivered to: *SFA Name*

*SFA Address*

Emailed to: *SFA Email Address*

Accepted until *date* at *time (AM/PM)*.

**TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS**

1. **Awarded Contract**: The Vendors who is selected for the awarded contract will be referred to herein as the “Contractor”. The Contractor will be required to sign the “Awarded Contract”. Contractor shall complete, sign, and date the Awarded Contract including all applicable attachments.

*Review of Awarded Contract by the Indiana Department of Education (IDOE)*: Once the Awarded Contract is executed by both parties, it will be provided to IDOE for final review. The IDOE will review the Awarded Contract for compliance with Child Nutrition Programs regulations. If the Awarded Contract is returned to SFA by IDOE for changes and amendments, SFA and Contractor will work together in good faith to make such changes and amendments to the Awarded Contract.

The SFA reserves the right to terminate the Awarded Contract and re-award the contract to the next most competitive Vendors in the event the Contractor, to whom the contract is awarded, should fail to supply the SFA with goods and services described herein, not honor bid pricing, or is unable to comply with the terms and conditions described herein.

Furthermore, in the event that a Contractor to whom an item or items listed in this solicitation has been awarded should fail to supply the SFA requirements promptly and according to the specifications and prices listed herein, the SFA reserves the right to cancel the Awarded Contract and purchase elsewhere.

1. **Awarded Contract Period**: The Awarded Contract issued as a result of this solicitation for bids shall run from *start date* through *end date*. The vended meal prices submitted shall remain firm and continue in force during the entire contract period. The Awarded Contract may be renewed for up to four (4) additional one-year periods by mutual agreement between the SFA and Contractor.
2. The SFA currently operates the programs indicated below with a checkmark. The FSMC, as an independent contractor, shall have the exclusive right to operate the National School Lunch Program (NSLP), which includes all of the following checked programs:

|  |  |
| --- | --- |
| National School Lunch Program (NSLP) | Special Milk Program (SMP) |
| Child and Adult Care Food Program (CACFP) | A la Carte |
| Summer Food Service Program (SFSP) or Seamless Summer Option (SSO) | Fresh Fruit and Vegetable Program (FFVP) |
| School Breakfast Program (SBP) | Vending Machines (FSMC manages SFA’s vending machines) |
| Afterschool Snack Program (ASSP) |

Proposals must be inclusive of all of the SFA’s current programs. However, the SFA reserves the right to expand the Federal Child Nutrition program to provide the availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and the expansion does not constitute a material change. Prior approval is required from the State Agency.

Services and products rendered as a result of the Awarded Contract must comply with the rules, regulations, policies, and instructions of IDOE and USDA, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, and 2 CFR Part 200; and, if applicable, Title 7 CFR § 225 (SFSP) and 7 CFR Part 226 (CACFP), as applicable, and any additions or amendments thereto.

1. **Taste Testing**:

The SFA requires all vendors to participate in a taste testing event that will take place on *date and time*. The taste testing event will be held at *address*. SFA will provide additional information on the taste testing event once all bidders have been identified. Bidders will need to supply SFA with *number of meals* meals to be tested with students. Students will provide feedback on acceptability of meals. Meals will be ranked and issued points based on ranking (no more than 40 points per ranking). Taste testing point rankings will be used as part of the award criteria during the selection of the vendor. The award criteria will include the taste testing point (not to exceed 40 points per ranking) and “Cost” (60 points) must be the primary factor (assigned the greatest number of points compared to other factors).

Vendors shall provide a narrative as part of their bid describing how they conduct taste testing of new menu items. Bids or quotes missing the narrative will be considered non-responsive and not eligible for the Awarded Contract. Contractor shall provide upon request by the SFA taste testing results of new menu items. Taste testing results indicated unsatisfactory acceptance of meals by students will not be considered for purchasing. Taste testing data shall be broken out by age groups and regions where testing occurred.

The SFA will not require a taste testing option prior to receiving bids/quotes.

1. **Pricing**: Pricing will be fixed price. All meal prices will be net, Free on Board (F.O.B.) to SFA. The SFA will consider individual product price changes as part of a renewal to the Awarded Contract. See Attachment B: “V*ended Meals Contract Template*” for contract terms regarding contract renewal options.
2. Taxes: Price quoted shall not include state or federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the Contractor.
3. **Invoices**: Invoices must clearly identify each SFA site and show a total amount due for each SFA site. Invoices will be paid 30 days of receipt of invoice. .

1. **Payments**: Payment of account will be made within ***insert number of days*** days from receipt of invoice. All invoices are to be sent to the following address: ***SFA Name***

***SFA Address***

See “Attachment A: Sample of a Daily Invoice” for examples of acceptable invoice formats.

1. **Credits**: Credits will be given by the Contractor for any product shortage, defective packages, or unsatisfactory products as deemed by the SFA.
2. Insurance: The Contractor shall maintain in force all insurance coverage required by federal, state, or local licensing authority.

**GENERAL REQUIREMENTS AND SPECIFICATIONS FOR VENDED MEALS**

1. **Vended Meal Orders**: SFA will order meals on ***insert day of week*** of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each school and each type of meal.

The SFA reserves the right to increase or decrease the daily number of meals ordered with at least ***insert number of hours*** hour notice or less if mutually agreed upon between the parties to the Awarded Contract.

1. **Menu Cycle Change Procedure:** Meals will be delivered on a daily basis in accordance with the menu cycle developed by the SFA. Deviation from the delivery cycle shall be permitted only upon authorization of the SFA. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the contractor shall notify the SFA immediately so substitutions can be agreed upon. The SFA reserves the right to suggest menu changes within the Contractor's suggested food cost periodically throughout the contract period.
2. **Sanitation**: All meals and meal related items must be prepared and stored in accordance with all applicable health and sanitation regulations.
3. **Production Records:** As required by federal guidelines, Contractor must keep food production records for the meals purchased by SFA. These records must demonstrate how the meals contribute to the required food components, food items, or menu items for each day of operation. Furthermore, these records must provide sufficient documentation to determine how the purchased meals contribute to meeting the age/grade appropriate nutrient standard over the school week. For example, Contractor will need to maintain the following records and have such records available when requested by SFA, federal, or state agency:

* Temperature logs will be available for review, at any time during the contract period.
* Production records will be available for review, at any time during the contract period.

1. **Substitutes**: Meals shall be ordered by the Please enter the title of person responsible for these duties. Items not on the quotation listing shall not be delivered without prior approval from the SFA’s Kitchen Manager or Nutrition Program Director. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.
2. **Term and Termination:** The SFA or the Contractor may terminate the contract for cause by giving 60 days written notice. Neither the Contractor nor the SFA shall be responsible for any losses resulting should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Contractor or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.
3. **Noncompliance**: The SFA reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the Awarded Contract. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The SFA reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The SFA or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.
4. **Specifications**
5. **Packaging**
6. All meals shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture. The packaging in which vended meals is furnished shall be as follows:

* Standard commercial packages (when applicable)
* Securely sealed to insure freshness of the product and protect contents from contamination
* Packages which are dirty, torn, open, mashed, and/or damaged in any way will be returned to contractor.

1. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees F (204 degrees C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
3. Cartons - Each carton to be labeled. Label to include:

* Processor's name and address (plant)
* Item identity and meal type
* Date of production
* Quantity of individual units per carton

1. **Food Preparation**: Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery unless agreed to by both parties.
2. **Product Freshness**: It is the responsibility of the Contractor to assure product freshness at all times. Previously frozen items are not acceptable without prior consent of the SFA’s Kitchen Manager or Nutrition Program Director.
3. **USDA Foods**: SFA will require Contractor to accept and utilize USDA Foods. All USDA Foods offered to the SFA and made available to the Contractor are acceptable and should be utilized in as large a quantity as may be efficient shall be utilized for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. Part 250.
4. **Components of Vended Meals**:Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the USDA. All foods must meet the minimum food specifications and quality standards as listed herein.
5. **Delivery Requirements**: Delivery shall be made by the Contractor to each SFA site in accordance with the order from the SFA.

The Contractor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of the Contract to each school as listed below in SFA sites.

Refrigerated truck(s)

Insulated containers with ice (cold foods)

Insulated containers without ice (hot foods)

Heated units/ovens

Meal(s) are to be delivered by the Contractor in *insert: bulk or unitized* form to locations as indicated in this section of this solicitation.

The SFA reserves the right to add or delete school site(s) and building(s) by amendment of the initial list of approved sites in Schedule A. Deletion or addition of school site(s) and building(s) will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting school site(s) and building(s) shall be negotiated and noted in the modification. The Contractor's invoice shall show the cost as a separate item for that school site(s) and building(s). Otherwise, there shall **not be** any separate charge for transportation, fuel, or delivery. All costs are to be included in the unit price.

Delivery shall include:

*The SFA will need to choose one of the following:*

Contractor delivers meals, and an employee of the Contractor serves the meals.

Contractor delivers meals, and an employee of the Contractor is present while the meals are served by SFA.

Contractor delivers meals. Contractor employee is not required to be present while the meals are served by the SFA.

The Contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

Deliveries shall be made to the sites listed in the site table daily, except Saturday, Sunday, and holidays, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving SFA’s Kitchen Manager or Nutrition Program Director. It is the responsibility of the Contractor to place all deliveries in proper areas at each SFA site. All invoices must be reviewed and signed by an authorized SFA employee.

Furthermore:

* All delivery personnel will be in uniform with company identification.
* Delivery personnel will possess Contractor’s employee identification on their person at time of delivery.
* Delivery personnel will allow receiving staff the opportunity to inspect the inside of the delivery truck.

1. **Special Provisions for Summer Food Service Program (SFSP)**

* All meals prepared by a food service management company shall be unitized, with or without milk or juice, unless the State agency has approved, pursuant to paragraph (h)(3) of this section, a request for exceptions to the unitizing requirement for certain components of a meal;
* A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal;
* The sponsor shall provide to the food service management company a list of State agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under §225.6(d)(2), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract;
* The food service management company shall maintain such records (supported by invoices, receipts, or other evidence) as the sponsor will need to meet its responsibilities under this part, and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor;
* The food service management company must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency.
* The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based;
* The books and records of the food service management company pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of the State agency, the Department and the U.S. Government Accountability Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved;
* The sponsor and the food service management company shall operate in accordance with current Program regulations;
* The food service management company shall be paid by the sponsor for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement;
* Meals shall be delivered in accordance with a delivery schedule prescribed in the contract;
* Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon;
* All meals served under the Program shall meet the requirements of §225.16;
* In cases of nonperformance or noncompliance on the part of the food service management company, the company shall pay the sponsor for any excess costs which the sponsor may incur by obtaining meals from another source;
* If the State agency requires the sponsor to establish a special account for the deposit of operating costs payments in accordance with the conditions set forth in §225.6(f), the contract shall so specify;
* The food service management company shall submit records of all costs incurred in the sponsor's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline; and
* The food service management company shall comply with the appropriate bonding requirements, as set forth in §225.15(h)(6) through (h)(8).
  + If operating SFSP, the FSMC shall submit with its proposal one of the following:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

1. **Buy American (NSLP requirement)**
   1. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR, Part 210.21 (d).
   2. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
   3. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
   4. The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

**The Contractor shall notify the SFA of any and all items not compliant with this federal regulation**.

**12) Monitoring**

* 1. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7 CFR §210.16. Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by 7 CFR §210.8. Please enter the position responsible for these duties is responsible for performing all on-site reviews.
  2. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract, and must be made available to the State Board of Accounts (SBOA), USDA, IDOE, and the SFA upon request for the purpose of auditing, examination, and review.

1. **Use of Advisory Group/Menus:** The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents to assist in menu planning and periodic meetings. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.
2. **Food Laws**: Contractor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan (*see below, sub-section 12 of this section*). SFA may inspect Contractor’s facilities and vehicles.

Meals must be held at the proper temperatures and humidity as recommended by current Indiana Food Code, so as to maintain meals at optimum levels of quality and condition. Contractor shall be liable for the safety and appearance of products and packaging materials. Any meals received which are not compliant with applicable food law, or HACCP, will be returned for full credit.

* SFA reserves the right to request dock inspection reports/documentation and conduct on-site inspections of Contractor’s facilities, delivery vehicles, and records, at any time during the contract period.
* The delivery vehicles must be clean, be free of insects and rodents, and be adequate for storing and delivering of meals (dry, chilled, and frozen).

Upon request from the SFA, Contractor shall provide:

* their current HACCP plan;
* latest facility inspection forms and comments from applicable federal, state, and local agencies; or
* procedures for food safety and sanitation, including procedures used for product holds or recalls.

1. **HACCP**: Contractor must submit documentation of HACCP compliance upon notification of being selected for the Awarded Contract. Any Vendors without HACCP compliance documentation will be eliminated as a potential vendor to SFA cafeterias.
2. **Vendor’s Contact Information**

Name of company submitting this bid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of person signing this form: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Bid notices are furnished via e-mail*)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bids must contain the signature of a duly authorized officer of the organization.

1. **Vendor Agrees to**: furnish to the SFA, vended meals products as requested in this solicitation document and certifies:

* no person acting or employed by the SFA is directly involved in preparation of the bid or in any portion of the profits which may be derived there from; and
* as required by the regulations implementing Executive Order 12549, Debarment and Suspension, the Vendor, by submission of this bid, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency.

1. **Certifications**

a. The Vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

b. The Vendor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.

c. The Vendor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

d. The Vendor shall sign the Certification of Independent Price Determination, Appendix A, which shall be attached as an addendum to the vendor’s proposal and will be made a part of the contract if awarded.

e. The Vendor shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Appendix B, which shall be attached as an addendum to the vendor’s proposal and will be made a part of the contract if awarded (2 CFR 200.213 and 2 417). This certification assures the SFA that the vendor has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.

f. The Vendor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 72 FSMC Guidance for SFAs – May 2016 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. 12511387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

g. The Vendor shall sign the Lobbying Certification, Appendix D, which was attached as an addendum to the vendor’s proposal and will be made a part of the contract if awarded. If applicable, the vendor has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Appendix E.

h. **E-Verify Requirement** –

The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with IC 22-5-1.7-11.

IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program.

Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

(1) the public contract contains:

(A) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and

(B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and

(2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

(b) A state agency or political subdivision may not award a grant of more than one thousand dollars ($1,000) to a business entity unless the business entity:

(1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;

(2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and

(3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.

1. **Bid Form**: The undersigned hereby offers to furnish the following items as specified herein. These columns must be completed.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **Name** | **Unit** | **Estimated Annual Quantity** | **Vendors**  **Unit Price** | **\*Vendors**  **Extended Cost** |
| 1 | *Breakfast* | *meal* |  |  |  |
| 2 | *Lunch* | *meal* |  |  |  |
| 3 | *Snack* | *meal* |  |  |  |
| 4 | *Milk* | *carton* |  |  |  |
| *\*Vendors Extended Cost = ( Estimated Annual Quantity) X ( Vendors Unit Price)* | | | | | |
| **Total Extended Cost:** | | | | |  |

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company’s bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Vendors and the SFA.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE (of authorized representative): Date:

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VENDORS SHOULD RETAIN A COPY OF YOUR BID INCLUDING BID INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS FOR FUTURE REFERENCE.**

**Attachment A: Sample of a Daily Invoice**

**Delivery of unit meals – acceptable**

ABC Vended Meal Service

*ABC Vended Meal Service’s address and phone*

Date meals were delivered: *date*

Number of meals delivered: 74

Each pre-plated lunches contained:

* 1 sandwich of
* 1½ oz sliced turkey on
* 2 slices of whole wheat bread w/mayo
* ½ cup fresh carrot sticks
* 1 small orange
* ½ pint of 1% milk

**Delivery of bulk meals – acceptable**

ABC Vended Meal Service

*ABC Vended Meal Service’s address and phone*

Invoice date: *date*

Date meals were delivered: *date*

Number of meals delivered: 25

1 pan lasagna 25 – 4 oz servings

1 pan green beans 25 – ½ cup servings

Fruit cocktail in juice 1 #10 can

1% milk 1 gallon + 1 quart

**NOT acceptable**

ABC Vended Meal Service

*ABC Vended Meal Service’s address and phone*

Date meals were delivered: *date*

Number of meals delivered:

50 breakfasts

50 lunches

50 snacks

**Attachment B:**

**Independent Price Determination Certificate**

Both the School Food Authority (SFA) and Vended Meals Contractor (offeror) shall execute this Certificate of Independent Price Determination.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Vended Meals Contractor Name of School Food Authority

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Vended Meals Contractor certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

**To the best of my knowledge, this Vended Meals Contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Vended Meals’ Contractor Authorized Representative Title Date

**In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of SFA’s Authorized Representative Title Date

**NOTE: ACCEPTING A VENDORS'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.**

**Appendix C**

****

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-**

**Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained by contacting the Indiana Department of Education.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(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.

Organization Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names(s) and Title(s) of Authorized Representative(s) of the Vendor/Vended Meals Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature(s) Date

**Appendix C (cont)**

**Instructions for Certification**

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 whom 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 this 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 it 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 the certification required by this clause. The knowledge and information of a participant are 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.

**Appendix D**

**Clean Air and Water Certificate**

Contracts and sub-grants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Vended Meals Vendor Name of School Food Authority

**THE VENDOR AGREES AS FOLLOWS:**

A. To comply with all the requirements of the Clean Air Act, as amended (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), respectively, relating to inspection, monitoring, entry, reports and information, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

**THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401-7671q).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Vendor’s Authorized Representative Title Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of SFA’s Authorized Representative Title Date**Appendix E**

**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 $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name/Address of Organization (Vended Meals Contractor)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name/Title of Submitting Official**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature Date**

**Appendix E (cont)**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|  |  |  |
| --- | --- | --- |
| **1. Type of Federal Action: \_\_\_\_\_**  a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | **2. Status of Federal Action: \_\_\_\_\_**  a. bid/offer/  application  b. initial award  c. post-award | **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, if known:  **Congressional District**, if known: | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**  **Congressional District**, if known: | |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**  **CFDA Number,** if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **8. Federal Action Number**, if known: | **9. Award Amount**, if known:  $ | |
| **10. a. Name and Address of Lobbying Entity: 10. b. Individuals Performing Services** (including address if different from  (last name, first name, MI) No. 10,a.)  (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle) | | |
| **11. Amount of Payment** (check all that apply):    $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Actual $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Planned | **13. Type of payment** (check all that apply):  \_\_\_ a. retainer  \_\_\_ b. one-time fee  \_\_\_ c. commission  \_\_\_ d. contingent fee  \_\_\_ e. deferred  \_\_\_ f. other; specify: | |
| **12. Form of Payment (check all that apply):**  \_\_\_ a. cash  \_\_\_ b. in-kind; specify:  Nature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Actual \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:**  (Attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| **15. Are Continuation Sheet(s) SF-LLL-A Attached:** | Yes\_\_\_\_\_ (Number \_\_\_\_\_\_\_\_) | No \_\_\_\_\_ |
| **16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier 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 semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |

**Appendix E (cont)**

**DISCLOSURE OF LOBBYING ACTIVITIES**

|  |
| --- |
| **Reporting Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_** |

**CONTINUATION SHEET SF-LLL-A**

**Appendix E (cont)**

**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. Section 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 of SF-LLL-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 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 1st 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, Invitation for Bid (IFB) 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 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.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. 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 that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/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 existing 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 this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503. |