

Invitation for Bid (IFB) and Contract for Pre-plated Meal Vendor

United States Department of Agriculture

Child and Adult Care Food Program (CACFP)

Sponsor Name

Sponsor Address

Sponsor Contact Information

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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1. **INTENT OF REQUEST**

[Sponsor Name], hereinafter referred to as the “Sponsor”, is accepting bids from Pre-plated Meal Vendors to provide meals for the programs listed below that meet all United States Department of Agriculture (USDA) guidelines for meals served in the Child Nutrition Programs. The Sponsor participates in the following programs (Sponsor to select all applicable programs):

* Child and Adult Care Food Program (CACFP) – Child and Adult Day Care Centers
* Child and Adult Care Food Program (CACFP) At-Risk Afterschool Supper Program
* CACFP At-Risk Afterschool Snack Program

The intent of this Invitation for Bid (IFB) is to establish a per-meal, fixed-price contract with the awarded vendor.

This contract shall be for a period of one year beginning on or about October, 1 \_\_\_\_\_\_\_\_, and ending September 30, \_\_\_\_\_\_. This contract may be renewed annually for up to two additional one-year terms by mutual written agreement between the Sponsor and the vendor. **Each contract extension must receive prior approval from DDOE**. Contract extensions or renewals, if applicable, are contingent upon the fulfillment of all contract provisions. The fixed-fee per meal may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) with prior approval from DDOE.

**All bid proposals must be reviewed by the Delaware Department of Education (DDOE) prior to acceptance by the Sponsor.**

Vendors must complete the following information:

|  |  |  |
| --- | --- | --- |
| DATE: |  |  |

|  |  |
| --- | --- |
| Attached hereto is a bid bond in the amount of |  |

|  |  |  |
| --- | --- | --- |
| dollars and |  | cents. |

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meal Type** | **Daily Quantity** | **Unit Price** | **Operating Days** | **Total Cost** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  **Grand Total: $**  |

|  |  |
| --- | --- |
| Location of Bidders’ Preparation Facility: |  |
|  |  |

|  |  |  |
| --- | --- | --- |
| FIRM: |  |  |
|  |  | Corporation, Partnership, Individual |
| PER: |  |  |
|  |  | Name (Typed or Printed) |
| TITLE: |  |  |
| ADDRESS: |  |  |
| FAX: |  |  |
| FEDERAL I.D. |  |  |

**Basic Specifications for Child and Adult Care Food Program**

***Quantities:***

Bid prices to include preparation, packaging, and delivery of meals as outlined below (Sponsor completes and should delete any rows not needed):

Approximately \_\_\_\_\_\_\_ unitized Breakfasts at approximately \_\_\_\_\_\_\_ sites daily.

Approximately \_\_\_\_\_\_\_ unitized AM Snacks at approximately \_\_\_\_\_\_\_ sites daily.

Approximately \_\_\_\_\_\_\_ unitized Lunches at approximately \_\_\_\_\_\_\_ sites daily.

Approximately \_\_\_\_\_\_\_ unitized PM Snacks at approximately \_\_\_\_\_\_\_ sites daily.

Approximately \_\_\_\_\_\_\_ unitized Suppers at approximately \_\_\_\_\_\_\_ sites daily.

Approximately \_\_\_\_\_\_\_ unitized Evening Snacks at approximately \_\_\_\_\_\_\_ sites daily.

Approximately \_\_\_\_\_\_\_ unitized At-Risk Snacks at approximately \_\_\_\_\_\_\_ sites daily.

Approximately \_\_\_\_\_\_\_ unitized At-Risk Suppers at approximately \_\_\_\_\_\_\_ sites daily.

***Deliveries:***

Contractor to deliver all food and beverages in refrigerated vehicle to each of the designated sites in attached Schedule A. Designated representatives shall be available at each site and will be responsible for receiving all items and supervision of feeding. [MEAL TYPE] deliveries to be made between the hours of \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_. [MEAL TYPE] deliveries to be made between the hours of \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

Items delivered frozen, other than juice; will be cause for the entire day’s meals to be disallowed.

***Site Location***

The attached sites listed in Schedule A constitute the tentative delivery locations.

***Food Requirements***

Meals must comply with minimum meal pattern requirements established by the USDA, located in schedule B of this document. The menu, prepared by the sponsor and approved by the State agency, must be strictly adhered to. Food must also meet state and local health requirements.

**General Conditions**

1. Bidder may contact the following individual for additional information concerning this bid:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Bidder must complete page 3 of this packet with all required information.
2. Quantities rendered are approximated to fulfill the requirement for the operating period. The Sponsor reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
3. Contractor shall supply sufficient containers for distribution of milk and lunches to satellite feeding points, as necessary. These containers are to be Styrofoam or equivalent, with lids. Ice is to be provided where necessary, as determined by the Sponsor, at no additional charge.
4. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor’s ability to deliver or the Sponsor’s ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
5. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next days’ delivery will be called into contractor no later than [2 p.m.] daily.
6. Sponsor and allied governmental agencies reserve the right to visit and inspect the bidder’s preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
7. Successful contractor must provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
8. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and hold harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by his contract; and he further agrees to indemnify and hold harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
9. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery condition.
10. All bidders must provide sponsor with a sample meal at the bid opening. Meal must be packaged and presented as it will be delivered during the program.

**Certificate of Independent Price Determination**

1. By submission of this offer, the offerer 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 offerer 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 offerer and will not knowingly be disclosed by the offerer prior to opening in the case of an advertisement procurement, or prior to aware in the case of a negotiated procurement, directly or indirectly to any other offerer or to any competitor;
	3. No attempt has been made or will be made by the offerer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

**Instruction to Bidders**

1. **Definitions**, as used herein:
	1. The term “Bid” means the bidder’s offer.
	2. The term “bidder” means a food service management company submitting a bid in response to this invitation for bid.
	3. The term “contractor” or “vendor” means a successful bidder who is awarded a contract by a sponsor under the CACFP. These terms may be used interchangeably.
	4. The term “food service management company” in this invitation for Bid and Contract means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program.
	5. The term “invitation to bid” hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.
	6. The term “Sponsor” means the Service Institution which contracts with the Department of Education to operate and manage the CACFP.
	7. The term “unitized meal” means an individual pre-portioned meal consisting of a combination of foods meeting the CACFP meal pattern requirements (meal juice may be unitized with other components or be delivered in bulk). The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.
	8. Other Terms shall have the meanings ascribed to them in the CACFP regulations 7 CFR 226.
2. **Explanation to Bidders**: Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
3. **Acknowledgment of Amendments of IFBs:** The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
4. **Bidders Having Interest in More Than One Bid:** If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
5. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.
6. **Evaluation of Bidders/Award of Contract:**
	1. The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, lowest total estimated amount of bid price and other factors considered.
	2. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
	3. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
7. **Late Bids, Modification of Bids, or Withdrawal of Bids**
	1. Any bid received after the exact time specified for receipt of bids will not be considered.
	2. A bid may be withdrawn in person by a bidder or an authorized representative, provided their identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for the receipt of bids.

**Scope of Services**

1. United States Department of Agriculture regulations 7 CFR Part 226, entitled Child and Adult Care Food Program is hereby incorporated by reference.
2. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
3. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page two and as further specified in Schedule A.
5. **Pricing** shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).
6. **Meal quantities** are estimated. They are the best-known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.
7. **Meal Orders:** Sponsors will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week and will include breakdown totals for each site and each type of meal.

The sponsor reserves the right to increase or decrease the number of meals ordered on a 24-hour notice. Time may be less if mutually agreed upon between the parties to this contract.
8. **Meal-Cycle Change Procedure**
Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the vendor’s suggested food cost, periodically throughout the contract period.
9. **Noncompliance**

The sponsor reserves the right to inspect and determine the quality of food and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered by the specified delivery time, meals that are spoiled or unwholesome at the time of delivery, and meals rejected because they do not comply with the specifications. The sponsor 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 lesser cost. The sponsor or inspecting agent shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

The CACFP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. In the event that disallowances are made on the basis of statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

1. **Specifications**
2. **Packaging**
	* 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 non-toxic material, and be capable of withstanding temperatures of 400° (204° C) or higher.
		2. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
		3. Sandwich is to be individually wrapped in addition to the overlay on the container.
		4. Cartons – Each carton to be labeled. Label to include:
			1. Processor’s name and address (plant)
			2. Item identity, meal type
			3. Date of production
			4. Quantity of individual units per carton
		5. Meals shall be delivered with appropriate non-food items: condiments, straws for milk, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
		6. Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
		7. The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
		8. All contractors shall have on file the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedule A.
		9. All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic, or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
		10. All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air-tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
		11. Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.
3. **Delivery**
	1. Meals are to be delivered daily, unloaded and placed in the designated location by the contractors’ personnel at each site and serving time listed on Schedule A.
	2. The contractor shall be responsible for delivery of meals 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.
	3. The sponsor reserves the right to add or delete food service centers by amendment of the initial list of approved centers in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each center. The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated, subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less.
	4. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). For sites with appropriate hot and/or cold food holding equipment that have been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
	5. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
	6. The contractor shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
	7. Hot and cold portions of meals must be delivered at the same time.
	8. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
	9. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
	10. Hot meals shall be delivered at the site at a temperature of at least 135°F.
	11. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.
4. **Food Preparation**

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

1. **Food Specifications**

 Meals must comply with minimum meal pattern requirements established by the USDA, located in schedule B of this document. The menu, prepared by the sponsor and approved by the State agency, must be strictly adhered to. Food must also meet state and local health requirements.

1. **Menu Crediting Documentation**
	1. Contractor shall maintain and provide menu crediting information to the sponsor as requested. Menu documentation includes but is not limited to:
		1. Child Nutrition (CN) Labels
		2. Product Formulation Statements (PFS)
		3. Nutrition Facts Labels
		4. Ingredients Lists
		5. Standardized Recipes

**Vendor Responsibilities**

* + - 1. **Supervision and Inspection of Facility**
1. The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
2. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product. Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or representatives of the United States Department of Agriculture to inspect contractor’s food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.
3. The food service management company shall have Federal, State or local health certification for the plant in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. In addition, the State agency may require the food service management company to provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the institution and to the State agency.
	* + 1. **Recordkeeping**
4. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel, and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by sponsor’s designee at the site.
5. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
6. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor’s final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the state agency, representative of the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place.
7. Sponsor shall notify contractor within 24 hours of notification of disallowed meals. This requirement is in no way to be construed so as to impair the independent duty of the state agency to disallow any portion of a claim for reimbursement.
	* + 1. **Method of Payment**
8. The contractor shall submit its itemized invoices to the sponsor weekly. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The vendor shall calculate the number of meals delivered each week. Payment will be made at the unit price. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor.
9. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and CACFP regulations. However, neither the department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.
	* + 1. **Bond Requirements**
				1. Bid Bonds:

The bid bond security need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid to which it relates. A bid bond or bid security may be stated as a certain stated sum provided that the sum is equal to or greater than 10% of the bid. A CACFP sponsor may choose to waive the requirement of a bid bond. The decision to waive the requirement of a bid bond must be clearly stated in the bid special provisions.

* + - * 1. Performance Bonds
1. The procuring agency shall require the successful bidder to execute a good and sufficient bond to the State for the benefit of the agency. In cases where contracts for the purchase of material with a value less than the $100,000 formal purchase threshold, a CACFP sponsor may waive, or reduce, the performance bond requirement from the successful bidder. Such a waiver or reduction must be stated in the bid specifications.
2. The Performance bonds shall be with a corporate surety authorized to do business in this state and be in a sum equal to 100% of the contract award.
	* + 1. **Insurance**

The successful bidder shall procure and maintain the following insurance:

1. Workers’ Compensation in accordance with the laws of the State of Delaware.
2. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limit of $500,000 for injury or death of any one person and $1,500,000 for injury or death of two or more persons in any one accident, $100,000 property damage and $200,000 products liability for any single occurrence.
3. Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor’s contractual liability.
4. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor’s agents or employees. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor’s employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor’s consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.
	* + 1. **Availability of Funds**

The sponsor reserves the right to cancel this contract if the federal funding to support the CACFP is withdrawn. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

* + - 1. **Emergencies**
1. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after specified meal time began (lunch) and one hour after specified meal service time began for breakfast and supplement.
2. Emergency circumstances at the site precluding utilization of meal are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in time to “hold” or “recall” delivery if mutually agreed upon between the parties to this contract.
3. Adjustments for emergency situations affecting the contractor’s ability to deliver meals, or sponsor’s ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
4. In event of contractor’s default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.
	* + 1. **Termination**
5. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediately corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall re-bid the contract on a competitive basis to arrive at a fair and reasonable price.
6. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
7. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
8. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
9. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over $100,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (1) days of award of contract to ensure contractor’s full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor’s contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.
10. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilized program payments to satisfy the debt or obligation owed sponsor by contractor.
11. Sponsor and contractor agree that sponsor may cancel contract with 12 hours’ notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
12. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
13. Contractor fails to deliver any one meal type on any day without sufficient justification.
14. Ten percent (10%) of a sponsor’s sites under this contract, over a one-week period, received meal delivery outside of the approved time.
15. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
16. Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
17. Contractor may cancel this contract for the following documented reason:

An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency and are attributed to sponsor’s failure to meet its responsibilities under this contact or agreement with the state agency.
18. Sponsor and contractor verify right of state agency to cancel funding if sponsor and/or contractor fail to abide by regulations or this program.
19. Termination for Cause: The Sponsor may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Sponsor, upon request, with adequate assurances of future performance. The Sponsor shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date. In the event of termination for cause, the Sponsor shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Sponsor for any and all rights and remedies provided by law. If it is determined that the Sponsor improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The Contractor may also terminate this contract under the same set of aforementioned conditions.
20. Termination for Convenience: The Sponsor may terminate this contract for any reason, provided that the Sponsor shall be required to provide the Contractor with a prior sixty (60) days’ written notice of the effective date of such termination (the “Termination for Convenience Date”). The Contractor may also terminate this contract under the same set of aforementioned conditions.
	* + 1. **Subcontracts and Assignments**
21. The contractor shall not subcontract for the total meal, or for the assembly of the meal and shall not assign, without the advance written consent of the sponsor, this contract or any interest herein.
22. In the event of any assignment, the contract shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
23. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the State Agency, contract for the eating and delivery of prepackaged meals for hot service. The heating and delivery must be performed by the same contractor.

**General Provisions**

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Sponsor and understands and agrees that the Sponsor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Sponsor and understands and agrees that the Sponsor will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, the Federal awarding agency, or the USDA.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000.

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

 (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**Equal Employment Opportunity:**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 applicants for employment, notices to be provided 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 applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**Debarment and Suspension**

(1) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(2) The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Sponsor. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Sponsor, the federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Schedule E, which is attached herein and incorporated by reference and made a part of this Contract. (2 CFR 180) or the SFA includes documentation that Vendor is not listed on governmentwide exclusions in System for Award Management (SAM), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, the contractor must sign and submit to the non-federal entity, a certification regarding lobbying activities. The certification is attached herein and is incorporated and made a part of this Contract. If applicable, Vendor completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit G.

**2 CFR 200.322 Domestic preference for procurements**

The SFA(s) participate(s) in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) for the production of Program meals. For purposes of this contract, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2 CFR 200.323 Procurement of recovered materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Vendor has signed the Anti-Collusion Affidavit, Exhibit H, which is attached herein and is incorporated by reference and made a part of this Contract.

**Assurance of Civil Rights Compliance**

The School Food Authority (SFA)/Sponsor hereby agrees that it will comply with: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the SFA/Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the SFA/Sponsor.

Insert the following as the rest of the pages:

Schedule A - Site List

Schedule B - Current CACFP meal pattern (2 pages)

Schedule C - Sample Menu

Schedule D - Debarment and Suspension Form

# Schedule E - Certification Regarding Lobbying and Disclosure of Lobbying Activities

Schedule F - Anti-Collusion Affidavit

Schedule G - Certification Regarding Drug-Free Workplace

# Schedule D - DEBARMENT AND SUSPENSION FORM

**Certification Regarding Debarment, Suspension, Ineligibility**

**and Voluntary Exclusion – Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor it’s 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 attached an explanation to this proposal.

 Organization (FSMC/Vendor) Name and Address

 Name(s) and Titles of Authorized Representative

 Signature(s) DATE

#

# Schedule E - CERTIFICATION REGARDING LOBBYING

**Certification Regarding Lobbying: Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.**

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. 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.

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.

Identify the status of the covered Federal action.

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.

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.

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.

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.

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.

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.”

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.

1. 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.
2. 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).

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.

Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check all that apply. If other, specify nature.

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.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes. 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.

DISCLOSURE OF LOBBYING ACTIVITIES

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

|  |  |  |
| --- | --- | --- |
| 1. Type of Federal Action: \_\_\_\_\_1. contract
2. grant
3. cooperative agreement
4. loan
5. loan guarantee
6. loan insurance
 | 2. Status of Federal Action:\_\_\_\_\_1. bid/offer/ application
2. initial award
3. post-award
 | 3. Report Type: \_\_\_\_\_1. initial filing
2. material change

For Material Change Only: Year \_\_\_\_\_Quarter \_\_\_\_\_ Date of Last Report |
| 4. Name and Address of Reporting Entity:\_\_\_\_\_Prime \_\_\_\_\_SubawardeeTier \_\_\_\_, if known:Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:Congressional District, if known: |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: $ |
| 10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)(Attach Continuation Sheet(s) | 10. b. Individuals Performing Services (including address ifdifferent from No. 10, a.) (last name, first name, middle)SF-LLL-A If Necessary) |
| 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 |
| 1. 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) |
| 1. Are Continuation Sheet(s) SF-LLL-A Attached: Yes\_\_\_\_\_ (Number No \_\_\_\_\_ \_\_\_\_\_\_\_\_)
 |
| 1. 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 andwill 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: |
| Federal Use Only: | Authorized for LocalReproduction Standard Form— LLL |

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET SF-LLL-A

Reporting Entity: Page \_\_\_\_\_ of \_\_\_\_\_

**Schedule F - ANTI-COLLUSION AFFIDAVIT**

**ANTI-COLLUSION AFFIDAVIT**

STATE OF ( )

COUNTY OF ( )

 , of lawful age, being first sworn on oath say, I authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn before me this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Notary Public (or Clerk or Judge) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule G - Certification Regarding Drug-Free Workplace**



