NEW LOS ANGELES CHARTER SCHOOLS

REQUEST FOR PROPOSAL

2023-24 School Year

VENDED MEALS

National School Lunch Program
School Breakfast Program
After School Snack Program

Due Date
Wednesday June 21, 2023

1:00 PM

1919 S Burnside Avenue, Los Angeles, CA 90016

INTRODUCTION

New Los Angeles Charter School (hereinafter referred to as the school food authority [SFA]) is requesting proposals for their vended meal service National School Lunch Program, School Breakfast Program, and Afterschool Snack Program at our school campus(es) located at:

New Los Angeles Charter School – 1919 S. Burnside Ave, Los Angeles, CA 90016

New Los Angeles Elementary – 5753 Obama Blvd, Los Angeles, CA 90016

City Language Immersion Charter (CLIC) – 4001 Venice Blvd, Los Angeles, CA 90019

Respondents should not construe from this notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their Board at its regularly scheduled meeting.

RESPONSE DATE / TIMELINE

RFP Contact: Xochitl Lira (xlira@newlosangeles.org), Sylvia Barragan (sbarragan@newlosangeles.org), and Jenna Foster (jenna@sfwgroup.org)

Timeline of Events:

- RFP Posted: Friday May 26, 2023
- Pre-bid Conference (virtual): Friday June 2, 2023, 10:00 AM
- Questions Due: Wednesday June 7, 2023, 1:00 PM
- Taste Test Drop-Off (Mandatory): Wednesday June 21, 2023, between 12:00-1:00 PM
- Proposals Due: Wednesday June 21, 2023, 1:00 PM

Contact jenna@sfwgroup.org for pre-bid meeting link.

Submit digital proposals to Xochitl Lira (xlira@newlosangeles.org), Sylvia Barragan (sbarragan@newlosangeles.org), and Jenna Foster (jenna@sfwgroup.org), as well one (1) hard copy to 1919 S. Burnside Ave, Los Angeles, CA 90016.

SCOPE OF WORK

The SFA is seeking an organization to provide meals under the following Federal programs:

- **The National School Lunch Program (NSLP)**
- **School breakfast Program (SBP)**
- **After School Snack Program (ASSP)**

Food vendors will be required to provide:

- Provide appropriate utensils, napkins and trays as needed for the meals.
- Provide consistent quality control.
- Provide responsible and responsive account manager.
- NSLP compliant meals/snacks (**all meals** must be eligible for state and federal reimbursement).
- NSLP menu recordkeeping (daily production records and/or delivery sheets) and planning necessary to receive reimbursements.
- Be familiar with State and Federal regulations pertaining to operations in a school setting.
- Comply with all state, county and city health and sanitation requirements. SFA reserves the right to inspect Vendor's facilities at any time during the contract period.
- Has valid certifications and insurance documents.
- Has experience in managing USDA commodity program.
- Provides on-site marketing materials (signage)
- Provides a monthly graphic menu to be posted online and in visible areas

Food qualifications:

- Provide daily meals delivered unitized/pre-packaged
- Breakfast/lunch to follow offer vs serve
- Provide 1 breakfast entrée daily; hot breakfast entrée available to order at least 2x per week
- Provide 1 lunch entree daily, including a vegetarian entrée alternative available to order
- Provide 1 snack entrée daily
- Provide a variety of fresh fruit and/or vegetable with every meal
- Provide lowfat or nonfat milk with each meal (flavored milk allowable at lunch once per week)
- No canned fruits: no fruits held in syrup
- No pork products
- No ultra-processed foods, including hydrogenated oils, artificial trans fats, or high fructose corn syrup.
- No artificial preservatives, colors, flavors or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- Meats shall be free of nitrates and nitrites.
- No animal by-products.

- No mechanically separated meats.
- No pork products within the 21-day menu cycle
- No BHA & BHT.
-

New Los Angeles is seeking a vendor that can provide a variety of fruits and vegetables throughout the 21-day menu cycle.

Site Data

This data is projected for the coming year and is subject to change.

	New Los Angeles Charter School (MS)	New Los Angeles Elementary	City Language Immersion Center (CLIC)
Grades in school	6th-8th	TK-5th	TK-5th
Site address	1919 S. Burnside Ave, Los Angeles, CA 90016	5753 Obama Blvd, Los Angeles, CA 90016	4001 Venice Blvd, Los Angeles, CA 90019
Free/Reduced %	87%	77%	50%
SY24 Projected enrollment	336	200	410
SY24 Number of operating days	175 Instructional (+30 ELOP) Days	175 Instructional (+30 ELOP) Days	175 Instructional (+30 ELOP) Days
SY24 School start date	8/21/2023	8/21/2023	8/21/2023
SY24 School end date	6/7/2024	6/7/2024	6/5/2024
SY24 Lunch start time	11:30 AM	11:15 AM	11:15 AM
SY24 Breakfast start time	7:30 AM	7:15 AM	7:30 AM
SY24 Snack start time	3:20 PM	2:20 PM	3:00 PM
Breakfast Participation (%)	6%	8%	45%
Lunch Participation (%)	30%	50%	50%
Snack Participation (%)	9%	40%	100%
Equipment Onsite (Owned by School)	Two 2-door refrigerators	One 2-door refrigerator	Two 2-door refrigerators, 1 holding cabinet
Equipment Onsite (Rented from current vendor)	Holding cabinet and a milk cooler	Holding cabinet and 2-door refrigerator	NA
Type of Breakfast Service	Delivered cold day-ahead or hot morning-of. Served unitized/prepackaged in cafeteria	Delivered cold day-ahead or hot morning-of. Served unitized/prepackaged in cafeteria	Delivered cold day-ahead or hot morning-of. Served unitized/prepackaged in cafeteria (outside)
Type of Lunch Service	Delivered hot and ready to serve by 10:00 AM	Delivered hot and ready to serve by 10:00 AM	Delivered hot and ready to serve by 10:00 AM
2023 SSO Dates	7/5-7/28, 18 Days	7/5-7/28, 18 Days	7/5-7/28, 18 Days
2023 SSO Enrollment	30	60	60

2023 SSO Meals	Breakfast & Lunch	Breakfast & Lunch	Breakfast & Lunch

VENDOR RESPONSIBILITIES

The Vendor shall be responsible for the following:

- Provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- Deliver meals to the school at times specified by SFA.
- Condition or care of meals until they are delivered to the school.
- Provide to SFA no later than **two (2) weeks prior** to the end of each month, a monthly menu covering the meals to be served for the following month in an electronic file.
- Provide SFA with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements. These meals must be charged at the contract price for breakfast or lunch, **additional fees not allowed.**
- Maintain the proper temperature of the components until they are delivered. Provide temperature logs upon request.
- Maintain all necessary records on the nutritional components and quantities of the meals served at SFA. All meals must have both a delivery record and production record to be maintained on site at the SFA.

<u>USDA Commodities</u>

1. The Vendor shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR,* Section 210.16[a][6]).

2. In accordance with 7 CFR, Section 250.53, the Vendor shall comply with the following provisions relating to the use of donated foods, as applicable:

    a) The Vendor must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the Vendor procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR,* Section 250.51[a]).

b) The Vendor shall account for the full value of donated foods (7 *CFR,* Section 250.51) by:

i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at http://www.fns.usda.gov/fdd/processor-pricing-reports.

3. The Vendor will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.

4. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

5. The Vendor must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).

6. The Vendor shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).

7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The Vendor must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.

8. The Vendor will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).

9. The Vendor will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).

10. The Vendor will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR,* Section 250.54(b).

SCHOOL RESPONSIBILITIES

SFA will be responsible for the following:

- Weekly ordering of the number of meals needed for each day of the following week.
- Condition and care of meals once accepted upon delivery.
- Service of meals to students.
- Maintenance of the premises, equipment and facilities where meals will be served, and will adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program.
- Distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
- Maintenance of records required to substantiate free and reduced-price meals.
- Payment of invoices to the vendor using net 30 terms.
    - Vendor must submit MONTHLY invoices
    - No payment will be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless SFA provides written notification of the meal service for which the deduction is to be made, specifying the number of meals for which we intend to deduct payment and setting forth the reasons for the deduction. SFA will provide such notice no later than three (3) business days after the date the meal was served.

PROPOSAL SPECIFICATIONS

Contract Period:
The contract period will be **July 1, 2023 through June 30, 2024**, with the option to renew up to four (4) one-year contracts.

Proposals must include:

- Description of services including but not limited to the following:
    - Menu development rationale
    - Placing orders
    - Nutrition advocacy

    - Duration and extent of experience in the operation of school meal services
    - Additional services
- Cost per meal
- Cost per bulk shelf stable products, alternative non-medical meals (vegan, gluten free, etc.), and ELOP catered meals
- Cost per holding cabinet equipment rental
- Sample 21-day cycle menu for breakfast, lunch, snack nutritional information showing compliance with federal and state meal program requirements.
- Sample 21-day cycle menu for vegan breakfast and lunch alternative menu
- A copy of current health certifications for the food service facility in which it prepares meals for the NSLP.
- Proof of liability insurance and proposed indemnity language
- Materials/supplies provided
- 3 professional references from schools in similar size and location currently operating the National School Lunch Program
- Sample daily meal transport and production record

Please include the following certifications in your proposal and contract; attached within this document:

- Certificate of Independent Price Determination
- Certification Regarding Debarment, Suspension, and Ineligibility
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Byrd Anti-Lobbying Amendment
- Buy American

*Overly responsive proposals will not be considered

Term of Contract (must be included in final contract)

The contract will be for one school year with the possibility of renewal up to four years.

This contract may be extended by the SFA and the VENDOR under the rules and regulations prescribed by the Commissioner of Education; however, pursuant to federal regulations CFR Part 210.16 (d), the contract between a school food authority and food service management company shall be of a duration of no longer than (1) one year; with the option to renew/extend annually with a maximum of (4) four years. Such renewals/extensions shall be executed prior to termination of the preceding contract period and shall not extend the original contract period beyond five years.

The SFA or the VENDOR may terminate the contract, for cause, by giving sixty (60) days written notice, except: If the VENDOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of bidders insolvency. If anticipated revenues or commodity assistance from federal and State reimbursements are reduced and the VENDOR submits in writing a proposal of recommended changes necessary to maintain program solvency yet the SFA repeatedly refuses or fails to take appropriate action to maintain program solvency within thirty (30) days of receipt of said notice, the VENDOR may, without prejudice and within seven (7) days written notice, terminate the contract.

The SFA or VENDOR may terminate the contract, for convenience, by giving sixty (60) days advance written notice to the other party. Such notice shall set forth with sufficient specificity such party's reasons for contemplating termination. A VENDOR facilitating the termination for convenience clause must provide adequate advance notice, to the SFA that would permit the SFA sufficient time to arrange alternate food service.
Neither the VENDOR nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall 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 either the VENDOR or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.

Contract Cost Adjustment: The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the Consumer Price Index for all Urban Consumers for the preceding year, provided it has been satisfactorily established by the VENDOR that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract.

The VENDOR shall comply with the Buy American Provision, including but not limited to 7 CFR 210.21, 7 CFR Part 200, and 7 CFR Part 250 for contracts that involve the purchase of food. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the Buy American provision. The VENDOR shall provide Nutrition Fact labels and any other documentation requested by the SFA to ensure compliance with Buy American.

Buy American (must be included in final contract)

Section 104(d) amended section 12 of the NSLA (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51 percent of the processed food comes from American produced products). The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review vendor purchase records to ensure compliance with Buy American provision. The VENDOR shall comply with the Buy American provision for contracts that involved the purchase of food as required by Title 7 CFR, part 210.21(d).

Requirements:

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The VENDOR must:

1. **Submit certification statements for all processed agricultural products**. The VENDOR must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

   OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the VENDOR cannot comply with #1 above, the VENDOR must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

   a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product

   b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions

   c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

PROPOSAL CRITERIA

Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate	Total
5	K-12 Experience in National School Lunch Program	A minimum of 3 years in K-12 food service management -specifically National School Lunch and Breakfast Program	Documentation of experience as outlined in company history.	
5	References	Vendor must provide at least three local customer references; must have satisfactory rating of at least 80%	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information	
5	Participation Plan	Vendors must submit plan to boost breakfast and lunch participation across all 3 campuses.	Provide samples of marketing materials and promotional collateral to boost monthly participation	
10	Delivery Plan	Vendor must be able to meet all food safety laws and deliver meals in the packaging, manner, frequency and time requested	Description of where/when meals are prepared and how they will be delivered to each site. Vendors must provide logistics schedule and packaging/transportation method. Must submit current health permit and most recent inspection report	
10	Customer Service	Vendor must have a robust customer service department including procedures for proactive communication, organization chart, late delivery policy, conflict resolution	Submit systems and procedures for client customer service, state all methods of communication, provide corrective action plan	
10	Taste Test	Vendor must provide samples for the 3 entrees outlined in the “Instructions & Scorecard” attachment	Tasting samples will be graded upon appearance, taste, texture, and flavor combination	
20	Menu Appeal	Vendor must submit the current month 21-day menu for all meals platforms requested, showing components and portion size	Menus will be graded upon variety and appeal; ability to meet SFA specific menu preferences	
35	Cost	Provide a cost per meal as shown in the fee proposal table	Vendors will be ranked according to cost	
100				

Fee Proposal

	Enrollment	Breakfast ADP	Lunch ADP	Snack ADP
New LA (MS)	336	21	101	30
New LA (Elem)	200	16	100	80
CLIC	410	185	205	410
	946	**222**	**406**	**520**

The SFA will plan to hold a 2023 summer program that will require approximately 150 breakfasts and lunches daily (all 3 campuses combined).

Scenario A:
Prepackaged Meals (B/L)

Meal Type	Annual # of meals	Fee per Meal	Annual Cost
Lunch	71,050	$	$
Breakfast	38,850	$	$
Snack	91,000	$	$
SSO Breakfast	2,700	$	$
SSO Lunch	2,700	$	$
Total			$

Scenario B:
Prepackaged Meals w/ Cut Fruit Rotation (B/L)
Cut fruit must be served at least 3x per week

Meal Type	Annual # of meals	Fee per Meal	Annual Cost
Lunch	71,050	$	$
Breakfast	38,850	$	$
Snack	91,000	$	$
SSO Breakfast	2,700	$	$
SSO Lunch	2,700	$	$
Total			$

Fees should include:

- Delivery costs
- Utensils, napkins, serving trays, plates, ice packs if needed
- Milk (2 types delivered daily)

Additional pricing needed:

- Vegan and non-medical alternate meals
- ELOP catered meals *(must be recorded on separate line item)*
- Bulk shelf-stable products
- Holding cabinet rental fees

The SFA shall award the contract to the lowest Responsive and responsible bidder or bid/offer most advantageous to the program with price and other factors considered [2 CFR, Section 200.320(c)(2)(iv)]

Respondent References

List three references to which the Respondent has provided meal vendor services within the past 3 years. Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

USDA Nondiscrimination Statement

U.S. Department of Agriculture (USDA) nondiscrimination statement for child nutrition program participants.

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 (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;

2. fax: 833-256-1665 or 202-690-7442; or

3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

Questions: CNP Complaints | cnpcomplaints@cde.ca.gov

Last Reviewed: Monday, August 15, 2022

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR,* Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR,* Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at

7 *CFR,* Part 3018, for a person entering into a grant or cooperative agreement over $100,000, as defined at 7 *CFR,* Section 3018.105, the applicant certifies that:

(a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) 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 these instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Disclosure Of Lobbying Activities and Instructions

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

Approved by OMB

(See next page for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. 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 Registrant (if individual, last name, first name, MI):	c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
11. 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 No: ( ) Date:
FEDERAL USE ONLY:	*Authorized for Local Reproduction* Standard Form (SF—LLL (Rev. 7-97)

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 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. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
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., 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
    (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).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____

Contractor/Company Name | Award Number, Contract Number, or Project Name

_____

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

_____

Signature(s) | Date

Certificate of Independent Price Determination

Both the SFA and VENDOR shall execute this Certificate of Independent Price Determination.

_____ _____

Name of VENDOR | Name of SFA

A. By submission of this offer, the offeror (VENDOR) 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 the case of an advertised 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 offeror 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 the 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 vendor and 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 (provide detail):

_____

Signature of VENDOR's 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 Respondent's offer does not constitute award of the contract.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding $100,000)

The undersigned, [Company]_____certifies, to the best of his or her knowledge, 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, [Company]_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

Date _____