

INVITATION FOR BID AND VENDOR CONTRACT PACKET
(When vended meal purchases will be greater than \$250,000 per year)

I. Purpose:

This packet provides instructions to both the sponsoring organization and bidder on how to complete the formal, competitive bid process, contract requirements and regulatory guidance. In competitive sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

II. Instructions:

All procurement transactions must be conducted in a manner that encourages open and free competition. Procurement procedures cannot restrict or eliminate competition. Examples of restrictive practices are placing unreasonable requirements on potential bidders to disqualify them or demanding unnecessary experience and bonding requirements. All potential bidders must receive the same information regarding bids. If the Sponsor answers any questions orally or in writing to one bidder, that information must also be sent to all other potential bidders.

Sponsors must ensure that there are no conflicts of interest, real or apparent, that may arise due to prior or future associations, financial or other interests, between employees or board members involved in the award and the vendor selected for an award. Sponsors must also ensure that its officers, employees, or agents do not take any action that may influence the bid.

- 1) **Determine the type and quantities of meals needed (breakfast, AM snack, lunch, PM snack, supper, and/or evening snack).**
- 2) **Develop a menu(s) which meets CACFP Meal Pattern requirements.**
- 3) **Prepare a description of the items to be purchased and specify all requirements necessary for a vendor to submit a complete and accurate bid. Include details such as estimated quantity of meals and/or snacks required, delivery needs, packing conditions and terms/conditions of the intended agreement.**
- 4) **Prepare the Invitation for Bid (IFB).**
 - Complete page 1 of CACFP-143B in its entirety. Please note that the time and date of the bid opening listed in item #3 on the IFB must match exactly the time and date listed in the advertisement placed.
 - Attach a menu that meets CACFP Meal Pattern requirements.
 - Complete #2 and #10 of the Vendor Contract Greater than \$250,000 (CACFP-143C). Do not sign the Vendor Contract on page 3.
- 5) **Prepare and submit a bid advertisement to the newspaper.** The advertisement must appear in the paper at least 1 time for a minimum of 14 days (30 days is recommended) before the bid opening. It must include: the name, address and phone number of the Sponsor, how to obtain the IFB, a brief and general description of the contract, the deadline for receipt of bids, and the date, time, and place of the public bid opening. A sample advertisement can be found below.

Sample Advertisement

Sealed bids will be received at the (_____) office at (_____)
name of Organization *address*
until (_____) on (_____) for meals delivered to (_____) . Specifications
time *date* *name one center address or geographic service area*
for (_____), (_____), (_____), and (_____) may only be obtained by
number of breakfasts *number of lunches* *number of suppers* *number of snacks*
contacting (_____) at (_____),
name of contact person *name of Organization*
(_____) . All work will be conducted in strict accordance with bid
state business hours and telephone number
specifications. Bids will be opened at (_____) and read on (_____) at (_____)
location *date* *time*

- 6) **Send the IFB, Vendor Contract and menu that meets CACFP Meal Pattern requirements to parties you have identified and interested parties that contact you after the ad is placed.** Identify Vendors who may be interested in bidding by contacting organizations such as local schools, hospitals, day care centers, restaurants, or caterers. An online search engine may be helpful. **All efforts must be taken to obtain a minimum of three bids.**

- 7) **Open the bids.** Sealed bids that have been delivered no later than the exact time and date indicated on the IFB must be opened publicly at the time and place stated. If there are bidders present, read each bid aloud. Remind the bidders that your organization cannot agree to accept any bid or sign any contract until CACFP approval is received.

- 8) **Review the bids.** Potential Vendors must submit bids based on the menu provided by the Sponsor and the price must include: price of food, milk (if applicable), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.). Evaluate responses to ensure vendors are responsive and responsible.
 - To be considered responsive, Vendors must show compliance with all the Sponsor’s terms and conditions. For example, if the Vendor submits a menu that is missing meal components, the Vendor is not responsive.
 - To be considered responsible, Vendors must be capable of performing successfully. For example, if a Sponsor calls references and learns that the Vendor has a poor track record of on-time deliveries, the Vendor would not be considered responsible.
 - Please note, a “cost plus a percentage” method of contracting cannot be used. A cost plus percentage contract is an agreement to reimburse a Vendor for expenses plus a specific amount of profit, usually stated as a percentage of the contract.

- 9) Select the Vendor who is the most responsive and possesses the greatest potential to perform successfully under the terms and conditions of the proposed contract with the lowest price. Consideration should include contractor integrity, compliance with policies and procedures, record of past performance, and financial and technical resources. If a Sponsoring Organization is not selecting the lowest bid, they must clearly document the rationale and select the next lowest bidder. Documentation justifying the determination must be submitted to CACFP. For example, the Sponsor has a history of negative experiences with the Vendor.

10) Submit IFB, Vendor Contract and menu to CACFP for Review. At least fifteen days before the contract is scheduled to go into effect, send CACFP the following original documentation:

- the advertisement used to publicize the procurement – must include the date the ad was placed and an affidavit from the newspaper certifying the date of placement
- a copy of all submitted bids, indicating the selected Vendor. If the selected Vendor is not the lowest bidder, send an explanation for choosing the next lowest bidder
- a list of all the Vendors who were sent the IFB, contract and menu
- the names of individuals evaluating the bids
- health department permit of selected Vendor
- four-week menu from the Vendor that meets your Organizations requirements
- one daily delivery invoice from selected Vendor
- Vendor Contract (Sponsors should not sign the Vendor Contract prior to sending to CACFP)
- any other information necessary to explain or justify any procurement practices or the selection process

11) When approved by CACFP, sign the contract and keep the signed copy on file.

12) Manage the contract to ensure you are receiving what was proposed in the contract and the Vendor is adhering to the terms, conditions and specifications of the contract. 7CFR 226.22(m)

13) Maintain records to detail the history of a procurement. At a minimum, the records should include the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. 7CFR 226.22(k)

**INVITATION FOR BID
to Provide Meals and/or Snacks**

This page is to be completed by the Organization purchasing meals

1. The purpose of this Invitation for Bid (IFB) is to select a Food Service Vendor who will provide and deliver complete, safe and nutritious meals as defined by the Child and Adult Care Food Program (CACFP), to child or adult day care centers under the administration of the following Organization:

2. The successful bidder will enter into the attached contract. By submitting a bid, the bidder agrees to all the terms and conditions in the contract, including the menu. In the event of any conflict or inconsistency between this IFB and the contract, the contract shall govern.

3. Sealed bids **will be opened publicly at the exact time and date indicated** below. Any bid received after the exact time specified for receipt will not be considered. Bidders and the public will be able to witness the opening of any and all bids to be considered.

Sealed bids must be delivered no later than _____ am/pm on ____/____/____ (date) to the Organization listed above at the following address:

Address _____

4. Bids received prior to the time of opening will be kept unopened in a secure location.

5. The contract will be awarded to the lowest bidder whose bid includes all the material requirements of the IFB and who possesses the ability to perform successfully under the terms and conditions of a proposed procurement.

6. The contract will be awarded upon approval by the Organization and NYS CACFP.

7. Bidders or their authorized representatives are expected to be fully informed about the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk.

8. The Organization's history of meals served:

Year #	Centers	# Breakfast	# Lunch	# Supper	# Snacks
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Any questions regarding this bid should be directed to:

Sponsor Representative's Name: _____

Telephone number: _____

Email address: _____



VENDOR CONTRACT
Greater than \$250,000

To bid on this contract the Vendor must complete questions #1, 6, 7, 8 & 9 on pages 1 and 2, and sign page 6.

1. I _____ (print name) am the _____ (title) of _____ (name of Vendor) located at _____ (complete address).

Contact Information:

Phone # _____ Email address _____.

2. This is a Contract between _____ (referred to as the Organization) and _____ (referred to as the Vendor) to provide meals and/or snacks to the following centers:

CACFP Center #	Name of Center	Address of Center	Number of Breakfasts per day	Number of Lunches per day	Number of Suppers per day	Number of Snacks per day

Attach additional sheets if necessary

- The Organization may add or delete centers to this Contract or change any center's delivery address with 30 days' written notice to the Vendor.
- This Contract is in effect from ___/___/___ to ___/___/___ and may be terminated by mutual consent or by either party for reasons of cause with at least 30 days' notice.
- The Vendor will provide meals and snacks that meet or exceed the CACFP Meal Pattern requirements using the CACFP Meal Pattern, policy memos issued by NYS CACFP and USDA, the Food Buying Guide for Child Nutrition Programs and the manual *Crediting Foods in CACFP*. These materials are available from the Organization and CACFP for reference in food preparation and service.
- The Vendor must provide all components of the meal. However, if the Organization prefers to purchase milk separately, the Vendor may provide a price for the meal without milk. The price per meal, based on the Organization's attached menu, including food, labor, paper product and delivery is:

Price includes milk		Price does not include milk	
Breakfast	\$	Breakfast	\$
Lunch	\$	Lunch	\$
Supper	\$	Supper	\$
Snack	\$	Snack	\$
Total Price	\$	Total Price	\$

7. The Organization is required to pay the Vendor:

30 days after services rendered 60 days after services rendered

other (payment cannot be required in advance) _____



VENDOR CONTRACT
Greater than \$250,000

8. The number of meals indicated above is only an estimate and not a purchase commitment. The Organization may increase or decrease the number of meals by calling the Vendor (choose one):
- before _____ am/pm the preceding day 48 hours in advance
- before _____ am/pm on the day of service other: _____
9. The Vendor will deliver each meal: individually packaged (unitized) OR in bulk at the following times: Breakfast _____ am/pm Lunch _____ am/pm Supper _____ am/pm Snack _____ am/pm
Meals cannot be delivered more than 24 hours in advance without approval from CACFP.
10. If there are specific food items your Organization either requires or will not accept, indicate them on the lines provided:
- _____
- _____
- _____
11. When an emergency exists that might prevent the Vendor from delivering a meal component as specified on the approved menu or the entire meal, the Vendor shall notify the Organization immediately, so substitutions can be agreed upon or the Organization can make alternative arrangements.
12. Meals provided will be prepared in a manner that conserves the nutritive quality of foods at all stages of food preparation, delivery, and service. Preparation and delivery shall meet all state and local health and sanitation requirements.
13. The Vendor has a state or local health department permit for any facility in which meals are prepared. The Vendor will maintain this health certification for the duration of the Contract. The Organization has the right to inspect the Vendor's meal preparation facilities and delivery vehicles.
14. The Organization is not required to pay for meals that:
- do not meet the meal requirements contained in the contract. 7CFR 226.6(i)(7).
 - are spoiled or unwholesome at the time of delivery
 - have not been prepared or held according to state or local health codes
 - are delivered outside of the agreed upon delivery time without permission from the Organization or
 - have been changed without agreement by the Organization
15. All meals served under the Program shall meet the requirements of 226.20. 7CFR 226.6(i)(10)
16. For CACFP participants with disabilities, the Vendor will work with the Organization to meet the needs of special diets at no additional cost. In the case of non-disabled CACFP participants, the Vendor will accommodate physician's orders, to the extent practicable, at no additional cost.
17. The Vendor will provide to the Organization:
- daily delivery invoices (see samples on page 7) which describe the actual food items delivered and the quantity of each item. The daily delivery invoice must accompany the delivery of the food and then be signed by an Organization Representative
 - for unitized meals, the invoice will include the portion size of each food item, the number of meals, the date of delivery, and a signature line for the Organization Representative
 - for food delivered in bulk, the invoice will include the number and size of servings and the size or weight of cans, boxes, etc., the date of delivery and a signature line for the Organization Representative

- b. a monthly bill which includes the total number of meals delivered and the unit price per meal
 - c. monthly menus
18. The Vendor will maintain full and accurate records including daily production records, recipes, CN labels for commercially prepared foods, receipts for meal costs, and billing statements which will be available to the Organization and any state or federal official at any reasonable time and place, for three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress).
19. The terms of this CACFP-143C take precedence over any other verbal or written agreement.
20. Meals may be added or deleted from this contract with 30 days' written notice to the Vendor. The price per meal for each additional meal opportunity must be submitted to CACFP.
21. The Organization reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Organization shall notify the Vendor of specific instances of non-compliance in writing. In instances where the Vendor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Organization shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Organization. The Organization shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
22. In the event this contract is terminated, the Organization 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.
23. The contract may be terminated because of circumstance beyond the control of the bidder.
24. Prior to the end of the contract, the Organization purchasing meals may offer to extend the contract. If so, the Organization and Vendor must sign the CACFP-141 Extension of Vendor Contract to Provide Meals and/or Snacks. The Contract may be extended four times.

III. General Provisions for all Vendor Contracts:

1. The contract provides notice of USDA requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of USDA requirements and regulations pertaining to copyrights and rights in data. These requirements are found in 2CFR part 200, subpart D and Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and USDA implementing regulations 2CFR part 400 and part 415. All negotiated contracts (except those awarded by small purchases procedures) awarded by institutions shall include a provision to the effect that the institution, FNS, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Institutions shall require contractors to maintain all required records for three years after institutions make final payment and all other pending matters are closed. 7CFR 226.22(1)(5)
2. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). 7CFR 226.22(1)(7)
3. Equal Opportunities
The following clause is applicable unless this contract is exempt under the rules, regulations and relevant Orders of the Secretary of Labor [41 CFR ch.60].

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendment, and Section 504 of the Rehabilitation Act of 1973, and any additional or amendments.

4. All contracts in excess of \$10,000 are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60).
5. Where applicable, all contracts awarded by organizations in excess of \$2,500 which involve the employment of mechanics or laborers shall include a provision for compliance with section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations (29 CFR part 5).
6. Clean Air, Water Certification and Energy Conservation
If this Contract is in excess of \$100,000 the Sponsor and Food Service Management Contract (FSMC) shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1369), as amended. Energy Policy and Conservation Act (P.L. 94-163) Institutions shall insert mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issues in compliance with P.L. 94-163.
7. A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p235), "Debarment and Suspension." Appendix II (H) of 2 CFR 200.

VENDOR CONTRACT
Greater than \$250,000

8. **Byrd Anti-Lobbying Amendment**
Contractors that apply or bid for an award exceeding \$100,000 must disclose lobbying activities and file the required certification attesting that it will not and has not used Federal 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, 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. If no activities occur, the form should not be completed. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis if money is spent on lobbying activities. A copy of the disclosure form is provided, as Appendix A.
9. The organization must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards. 2 CFR 318(a).
10. The organization must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. This includes organizational conflicts of interest if the organization has a non-public parent, affiliate, or subsidiary. 2 CFR 200.318(c).
11. The institution shall establish procurement procedures which provide that proposed procurement actions shall be reviewed by institution officials to avoid the purchase of unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine which approach would be the most economical. 2 CFR 200.318(d).
12. Organizations shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. 7 CFR 226.22(k) and 2 CFR 200.318(i).
13. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. 2 CFR 200.319(a).
14. Affirmative steps shall be taken to assure that small and minority businesses are utilized when possible. 2 CFR 200.321.

IV. Specific Provisions for Food Service Management Companies:

Section 226.2 of the CACFP regulations defines a Food Service Management Company (FSMC) as an organization other than a public or private nonprofit school, that an institution contracts with to prepare and deliver meals (with or without milk) for use in the Program.

1. The meals served under the contract shall conform to the cycle menus upon which the bid was based, and to menu changes agreed upon by the institution and the food service management company. 7 CFR 226.6(i)(4)
2. The food service management company shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract. 7 CFR 226.6(i)(7)
3. All meals served under the Program shall meet the requirements of 226.20. 7 CFR 226.6(i)(10)

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4. All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless the State agency determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, the State agency may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if the State agency has evidence which indicates that this requirement is necessary to ensure compliance with 226.20. 7 CFR 226.6(i)(11)
5. A FSMC may not subcontract for the total meal, with or without milk, or for the assembly of the meal. 7 CFR 226.21(e).

<p>Certification by authorized representative of the Organization purchasing meals: By signing this agreement the Organization agrees to pay the Vendor for all meals and snacks provided under the terms of this Contract.</p> <p>Signature _____</p> <p>Print Name _____</p> <p>Title _____</p> <p>Date ____/____/____</p>	<p>Certification by Vendor representative: By signing this agreement the Vendor agrees to provide the Organization with meals and snacks that meet CACFP requirements under the terms of this Contract.</p> <p>Signature _____</p> <p>Print Name _____</p> <p>Title _____</p> <p>Date ____/____/____</p> <p>Email _____</p>
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Organization – develop and attach your own menu to provide to the Vendor.

Vendor – Attach a copy of the health department permit, a four-week menu and a sample daily delivery invoice.

The Daily Delivery Invoice

The daily delivery invoice (DDI) provides information about meal delivery to the Sponsor and to CACFP. The DDI must be provided daily with the meal and demonstrate that meals meet the CACFP meal pattern requirements.

The format of the DDI may differ, based on whether meals are delivered in unitized containers or in bulk. Regardless of this difference, all DDI's must show the following:

- The name of the Vendor
- The name and address of the Daycare Center receiving meals
- The date of delivery
- The number of meals being delivered
- The type of milk, cereal, fruit, etc. being delivered
- A signature line for the Sponsoring Organization staff receiving meals to sign upon delivery

If meals are being delivered in bulk (large containers)	If meals are delivered unitized (one meal per container)
The following must be indicated on the daily delivery invoice: <ul style="list-style-type: none"> • The number of meals delivered • Total amount delivered, the total may be shown as number of servings with serving size, total weight, or unit size of an item. 	The following must be indicated on the daily delivery invoice: <ul style="list-style-type: none"> • The number of meals (containers) being delivered • A detailed list of what each meal includes
Example: 25 lunch meals Total delivered equals: <ul style="list-style-type: none"> • Chicken nuggets – 5 lbs. (alternately DDI could state 25 servings, 3 oz. each) • Raw baby carrots – 7 lbs. (or 25 servings, ¼ cup ea.) • Fresh apples – 8 lbs. (or 25 servings, ¼ cup each) • Whole wheat rolls, 1-16 oz pkg • 1% milk - 1 ½ gallons • 1 bottle ranch dressing 	Example: 25 lunch meals, each containing: <ul style="list-style-type: none"> • 6 chicken nuggets (1/2 oz. each) • ¼ cup fresh raw baby carrots • 1 small apple • ½ whole wheat roll (14 grams) • 1/2 pint of 1% milk • Packet of ranch dressing for carrot dip

Appendix A
BYRD ANTI-LOBBYING AMENDMENT
CERTIFICATION

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

The undersigned certifies to the best of one’s knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

Please check the appropriate box:

- No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.
- or*
- Attached is Standard Form LLL, “Disclosure of Lobbying Activities,” which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 202

By: _____ (Type or Print Name) _____ (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)

VENDOR CONTRACT
Greater than \$250,000

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 - LLL (Rev. 7-97)	

VENDOR CONTRACT
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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 a 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 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 followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below a agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 telephone 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