**Child and Adult Care Food Program
Contract for Vended Meals**

A Sponsor that participates in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) must meet CACFP requirements for meals that will be claimed for CACFP reimbursements, as specified in this contract.

**I. Purpose and Authority**

This contract, between Sponsor: <Sponsor Name & CNP Sponsor Number>

and Vendor: <Vendor Name>

authorizes that Vendor will provide meals to Sponsor in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226, for the period of <Date> through <Date>.

Vendor will provide the meals to the Sponsor’s site(s) listed below, or on an attached list.

|  |  |  |
| --- | --- | --- |
| Site Name | Address | CNP Connect Site Number (if known) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Sponsor will notify Vendor with <# of days> days’ notice of changes to sites.

**II. Meals**

1. Vendor will provide the following meal types:
* Breakfast
* Lunch
* Snack
* Supper

If more than one site, indicate any differences between sites in the meal types provided:

1. Vendor will provide meals that meet CACFP meal pattern requirements in accordance with 7 CFR 226. Vendor has attached to this contract the menus that were used in solicitation of this contract. Menus may be adjusted as needed by mutual agreement of the parties. Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.
2. Vendor will provide meal substitutions for disabled participants who provide a statement from a licensed physician, physician assistant or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant’s diet, the food or foods to be omitted from the participant’s diet, and the food or choice of foods that should be substituted.

Sponsor will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified in Section IV(A). Participants with disabilities may not be charged any fees for modifications or substitutions.

1. Vendor will also provide:

(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

1. Vendor will provide:
* Unitized meals
* Bulk quantities, accompanied by written instructions on planned portion size of each food component to meet the meal pattern requirements

**III. Ordering and Delivering**

1. Sponsor or Sponsor’s sites will notify Vendor in advance of the number of meals needed. Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Sponsor or sites will notify Vendor of meal orders by <specified time> (such as by a set time on the previous day or the same day of the meal service) via <method of communication> (e­mail, telephone or in person).

Sponsor may increase or decrease a meal order by <specified time> via <method of communication>. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

1. Vendor will deliver meals as described. Include time(s) for each site.

|  |  |
| --- | --- |
| Site Name | Delivery Time |
|  |  |
|  |  |
|  |  |
|  |  |

1. Responsibility for transport containers:

Indicate whether Vendor or Sponsor will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or Sponsor/Site to return transport containers. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

**IV. Meal Charges and Billing**

1. Sponsor will pay the following charges for meals:

Breakfast <$0.00>

Snack <$0.00>

Lunch <$0.00>

Supper <$0.00>

If applicable, indicate charges for extra milk, adult meals, adjustments to meals to accommodate special dietary needs, or other. Describe here, or reference here to attached information.

Sponsor will pay Vendor for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section VI, and are delivered in accordance with the contract.

1. Vendor will bill Sponsor for meals <frequency>. Payment is due by the Sponsor to the Vendor by <payment terms>.

**V. Recordkeeping and Availability of Records**

1. Vendor agrees to maintain full and accurate records, which Sponsor requires to meet its responsibility for claiming reimbursements through the Child and Adult Care Food Program. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal; 3) recipes; 4) product labels, as appropriate.
2. At the end of each month, Vendor will submit copies of the records of menus and numbers of meals furnished to Sponsor. Vendor will submit copies of food production records to Sponsor upon request.
3. Vendor agrees that books and records pertaining to Vendor’s food service fund will be made available to Sponsor upon request and agrees to retain all records for inspection and audit by representatives of Sponsor, Rhode Island Department of Education, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.
4. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.

**VI. Health and Sanitation**

1. Vendor and Sponsor agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to Vendor facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside Sponsor facilities in which meals are prepared.
2. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
3. Sponsor will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

**VII. Sponsor Control of Food Service**

Sponsor will maintain overall responsibility for administration of the food service, in accordance with CACFP regulations and policies. Sponsor will:

1. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Rhode Island Department of Education.
2. Ensure that the food service operation is in conformance with Sponsor’s agreement with the Rhode Island Department of Education to participate in CACFP.
3. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
4. Maintain all applicable health certifications for Sponsor and ensure that state and local health regulations are being met by Vendor, if Vendor prepares or serves meals at a Sponsor facility.
5. Monitor meals to ensure the food service is in conformance with program regulations.
6. Retain signature authority on the agreement with the Rhode Island Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Rhode Island Department of Education.
7. Prepare contract for vended meals documents.
8. Review, approve or deny, and if applicable verify CACFP Household Income Statements.

**VIII. Additional Vendor Responsibilities**

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

1. If contract exceeds $100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
2. If contract exceeds $150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the

Environmental Protection Agency (EPA).

**IX. Nonperformance or Noncompliance**

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay Sponsor for any excess costs which Sponsor may incur by obtaining meals from another source. Sponsor will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Sponsor may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

**X. Termination**

Either party may terminate this contract for cause by notice in writing as described: (The number of days required for notice of termination, which may not exceed 60 days, must be stated.) The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

**XI. Contract Renewals**

This contract may be renewed up to four (4) times, not to exceed a total of five (5) years, by mutual agreement of Sponsor and Vendor. The contract may not automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from RIDE, will be used to renew the contract. Prices will be adjusted from the previous year’s prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI). The change in the index will be measured by the calendar year preceding the contract effective date.

1. **Summer Food Service Program (Optional)**

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if Sponsor participates in the SFSP during the original contract term or during any contract renewal, unless otherwise stated below. If non-unitized meals (bulk foods) will be provided, RIDE waives the SFSP requirement to provide unitized meals. Sponsor will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals.

**XIII. Vendor Certification Statements**

* The contract amount is expected to be less than $100,000. The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and Sponsor) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor).
* The contract amount is expected to be $100,000 or more. In addition to the two

certifications listed above, Clean Air & Water Certificate (sign by Vendor and Sponsor), a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

1. **Additional Provisions at Option of Sponsor and Vendor**

Describe any additional provisions here, or reference here to additional attached provisions. Additional provisions may not conflict with other contract provisions or materially change the required provisions of the contract, and are subject to review by RIDE.

1. **Equal Employment Opportunity**

The FSMC agrees to comply with the requirements of Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided by rule, regulations, or order of the Secretary of Labor, as otherwise provided by Law.

1. **Assurances**

The parties hereby agree that they 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 505 of the Rehabilitation Act of 1973 (29 U.S.C. 792);

iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

v. Title II and Title II 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) (7CFR 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, 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 sponsor receives Federal financial assistance from USDA; and hereby give assurance that they 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 or Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sales 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 parties agree 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 parties named herein.

CONTRACT ACCEPTANCE:

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SIGNATURE OF VENDOR REPRESENTATIVE SIGNATURE OF SPONSOR REPRESENTATIVE

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

PRRINTED NAME PRINTED NAME

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TITLE TITLE

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

DATE SIGNED DATE SIGNED

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BUSINESS NAME/ORGANIZATION OF VENDOR/FSMC

**Independent Price Determination Certificate**

Both the Food Service Management Company (Offerer) and the Sponsoring Organization shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company Name of Sponsoring Organization

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 to the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offerer certifies that:

1. He or she is the person in Offerer’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 Offerer’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 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 Offerer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

Signature of Food Service Management Company’s Title Date

Authorized Representative

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

Signature of Sponsoring Organization’s Title Date

Authorized Representative

**Instructions for Certification Regarding Debarment Form**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” ‘lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion—Lower-Tier Covered Transactions**

Sponsors are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

* Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
* Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
* Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed $25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
* Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-­866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance...

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

**Clean Air & Water Certificate**

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act

 (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Sponsor and Vendor shall execute this Certificate.

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**Vendor Sponsor**

**THE VENDOR AGREES AS FOLLOWS:**

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subcontracts, including this paragraph.

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

1. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, amended (33 U.S.C. 1251 et seq., as emended by Public Law 92-500).
3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d).
4. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
5. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Vendor.

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SIGNATURE OF VENDOR’S TITLE DATE

AUTHORIZED REPRESENTATIVE

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

SIGNATURE OF SPONSOR’S TITLE DATE

 AUTHORIZED REPRESENTATIVE

**Certification Regarding Lobbying**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal 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 section 1352, title 31, U.S. Code. 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.

Vendor Name:

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative:

Signature: Date

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

|  |  |  |
| --- | --- | --- |
| 1. Type of Federal Action:a. contractb. grantc. cooperative agreementd. loane. loan guarantee | 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 |
| f. | loan insurance |   |   |
| 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:NSLP SBP SFSP SMP CACFPCFDA 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 initial):**(Attach Continuation Sheet(s)* | b. Individuals Performing Services (including address if differentfrom 10.a.)*(last name, first name, middle initial):**SF-LLL-A if necessary)* |
| 11. Amount of Payment (check all that apply):$ actual planned | 13. Type | of Payment (check all that apply):1. retainer
2. one-time fee
3. commission
4. contingent fee
5. deferred
6. other; specify:
 |
|   |
| 12. Form of Payment (check all that apply):1. cash
2. in-kind; specify: nature Value
 |
|   |   |
| 1. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in 11:

*(Attach Continuation Sheet(s) if necessary)* |
| 1. Continuation Sheet(s) attached: Yes 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. Section 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 |

**INSTRUCTION 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 the 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 of employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity, Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier, Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 check "Subawardee"'. then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1)). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(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).

1. Enter the amount of compensation paid or reasonable 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 boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
2. Check the appropriate box (es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
3. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
4. 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.
5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
6. 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 (0348-0046), Washington, D.C. 20503.