



REQUEST FOR PROPOSAL
2024-25 School Year
VENDED MEALS

National School Lunch Program
School Breakfast Program

Due Date
December 2, 2024, 12:00 PM CST

300 E. Loop 820, Fort Worth, TX 76112

Introduction

ROCKETSHIP PUBLIC SCHOOLS TEXAS (hereinafter referred to as the school food authority (SFA) is requesting proposals for their vended meal service of the National School Lunch Program and School Breakfast Program at our school campus(es) located at:

Rocketship Dennis Dunkins Elementary (RDDE)

3520 E Berry St, Fort Worth, TX 76105

Rocketship Explore Elementary School (REX)

300 E Loop 820, Fort Worth, TX 76112

Site #3 – Name/location TBD (opening 2025-2027)

Site #4 -- Name/location TBD (opening 2025-2027)

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.

Timeline

RFP Distributed	Monday 11/11/2024
Questions Due	Friday 11/15/2024, 12:00 PM CST
Proposal Due	Monday 12/02/2024, 12:00 PM CST

RFP Contacts:

Kelly Giampaoli (kgiampaoli@rsed.org)

Chasiti McKissic (cmckissic@rsed.org)

Submit electronic (PDF) proposals to (kgiampaoli@rsed.org) & (cmckissic@rsed.org) no later than 12:00 PM CST, Monday December 02, 2024.

Scope of Work

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

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

Food vendors will be required to provide:

- ✓ Utensils, napkins and trays to hold meal components
- ✓ Account manager
- ✓ NSLP/SBP compliant meals
- ✓ NSLP menu recordkeeping (**all meals** must be eligible for state and federal reimbursement)
- ✓ NSLP menu recordkeeping (daily production records and/or delivery sheets)
- ✓ Temperature logs for meals delivered
- ✓ Adherence with state, county and city health and sanitation requirements
- ✓ Valid certifications and insurance documents
- ✓ Monthly menus in PDF format for website and parent posting
 - Available no less than two weeks prior for review by SFA
- ✓ Nutrition analysis as needed from school nurse or parents seeking information
- ✓ Listed allergens for all meals served
- ✓ Dietary meal accommodations as needed by the SFA
- ✓ Menus and other on-site marketing materials and posters for service areas

Financial Requirements:

- ✓ Submit a monthly, itemized invoice no later than the 5th of each month end for review by the SFA
- ✓ Number of meals by site and by type to be included on the invoice, with the agreed upon fixed rate per meal
- ✓ Invoices to have net 30 payment from the date of submission
- ✓ Adult meals, catering or other non-student meal charges to be invoices separately

Food specifications:

- ✓ Provide daily meals delivered **unitized/pre-packaged**
- ✓ Breakfast/lunch to follow **Serve Model**
- ✓ Provide 1 **lunch entrees** daily, including a vegetarian entrée option (as requested)
- ✓ Provide fresh, **cut fruit** a minimum of 2x per week
- ✓ Provide fresh fruit and/or vegetable with every meal.
- ✓ Provide a variety of both fruit and vegetables in a given week
- ✓ Provide lowfat or nonfat milk with each meal.
- ✓ No hydrogenated oils, artificial trans fats, high fructose corn syrup, artificial preservatives, colors, flavors or sweeteners, MSG, animal by-products, mechanically separated meats, BHA and BHT, nitrates and nitrites,

School Site Data

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

	RDDE	REX
Grades in school	PK-5	PK-5
Site address	3520 Berry Street, Fort Worth TX, 76105	300 E Loop 820, Fort Worth, TX 76112
Free/Reduced %	100% CEP	100% CEP
SY25 Projected enrollment	525	400
SY25 Number of operating days*	180	180
SY25 School start date	8/12/2024	8/12/2024
SY25 School end date	5/22/2025	5/22/2025
SY25 Lunch start time	10:00 AM – 1:00 PM	10:00 AM – 1:00 PM
SY25 Breakfast start time	7:30 AM – 8:15 PM	7:30 AM – 8:15 PM
Breakfast Participation (%)	57%	57%
Lunch Participation (%)	80%	80%
Equipment List Provided by School	Double Door Freezer, Double Door Refrigerator, Single Door Warmer,	Single Door Warmer
Type of Breakfast Service	Day-ahead delivery, prepackaged	Day-ahead delivery, prepackaged
Type of Lunch Service	Day-of, heated delivery no later than 9:00 AM, prepackaged	Day-of, heated delivery no later than 9:00 AM, prepackaged

***The 2024-2025 contract will begin February 1, 2025, and extend through June 30, 2025. A total of 70 out of 180 days remain.**

USDA Commodities **(Not participating for 2024-2025)**

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).

Proposal and Contract Specifications

Contract Period:

The contract period will be **February 1, 2025 through June 30, 2025**, 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
 - Meal ordering
 - Meal delivery plan
 - Food safety plan for vended meal model
 - Duration and extent of experience in the operation of school meal services
 - Dietary menu capabilities
- Sample monthly invoice
- Cost per meal
- Sample 21-day cycle menu for **breakfast and lunch** including nutritional information showing compliance with federal and state meal program requirements.
- 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 Texas Department of Agriculture (TDA); however, pursuant to federal regulations CFR Part 210.16 (d), the contract between a school food authority and vendor 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.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Scoring Criteria

Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate	Total
5	K-12 Experience in National School Lunch Program	A minimum of five years in K-12 food service-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 with a satisfactory rating	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information	
5	Financial Conditions/Stability	Three years of profitable financial performance; no petitions for bankruptcy by contractor or principals of contractor	Provide copies of company financial statement for past three years	
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 and location of facility where meals will be cooked/prepared, delivery and logistics schedule, detailed packaging and method to serve meals. Must submit current health permit and most recent inspection report	
20	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	
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

Fee per meal should include:

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

Additional costs may include and should be specified in proposals:

- Dietary meal requests
- Commodity management
- Adult meals
- Vegan/gluten free meals

The SFA shall award the contract to the most 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)]. The numbers are a projection for next year and are subject to change.

The annual number of meals outlined in Scenario A and B is based on 180 total operating days of service. Note, year 1 of this contract will begin February 1, 2025, and extend through June 30, 2025, including 70 remaining days of service.

Scenario A:

Prepackaged style meals following OVS

Meal Type	Annual # of meals	Fee per Meal	Annual Cost
Lunch	129,600	\$	\$
Breakfast	129,600	\$	\$
Total			\$

Scenario B:

Prepackaged style meals following Serve

Meal Type	Annual # of meals	Fee per Meal	Annual Cost
Lunch	129,600	\$	\$
Breakfast	129,600	\$	\$
Total			\$

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		

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

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.

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.

	\$
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: ()
FEDERAL USE ONLY:	<p style="text-align: right;"><i>Authorized for Local Reproduction</i></p> <p>Standard Form (SF—LLL (Rev. 7-97)</p>

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	Title	Date
Authorized Representative		

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	Title	Date
Authorized Representative		

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