

MEMORANDUM

DATE: August 2nd, 2022

TO: All Potential Offerors on Union County Community Action, Inc's Food Vendor RFP

FROM: Kristen Sutton, *Contract Administrator*

RE: Amendments to RFP

The enclosed Amendment have been made to UCCA's Food Vendor RFP.

If there are any questions, please contact me at:

Email: kristen.sutton@uccainc.org

Fax: 704-283-1964

AMENDMENT 4, FOOD VENDOR RFP

The deadline for bid submissions has been extended for one week. The original deadline was Tuesday, August 2nd, 2022 at 3:30pm. It has been extended to Tuesday, August 9th, 2022 at 3:30pm.

MEMORANDUM

DATE: July 14th, 2022

TO: All Potential Offerors on Union County Community Action, Inc.'s Food Vendor RFP

FROM: Kristen Sutton, *Contract Administrator*

RE: Amendments to RFP

The enclosed three (3) Amendments have been made to UCCA's Food Vendor RFP.

If there are any questions, please contact me at:

Email: kristen.sutton@uccainc.org

Fax: 704-283-1964

AMENDMENT 1, FOOD VENDOR RFP

The following attachments were inadvertently left out of the original on-line version of this RFP:

Attachment A	UCCA AGENCY PROFILE
Attachment B	PRIME VENDOR PRICING FORM CERTIFICATION
Attachment C	PROPOSER CONTACT INFORMATION
Attachment D	INDEPENDENT PRICE DETERMINATION CERTIFICATE
Attachment E	SUSPENSION AND DEBARMENT CERTIFICATION
Attachment F	LOBBYING CERTIFICATION
Attachment G	DISCLOSURE OF LOBBYING ACTIVITIES

The attachments will be available on Union County Community Action, Inc.'s website (www.uccainc.org/procurement).

AMENDMENT 2, FOOD VENDOR RFP

The quantities, units, and pack sizes were not provided on the Vendor Pricing Form. The Vendor Pricing Form has been updated with these details, and to be more inclusive of what Union County Community Action, Inc. orders from its current Vendor throughout the Fiscal Year.

An updated Vendor Pricing Form will be provided on Union County Community Action Inc.'s website (www.uccainc.org/procurement).

AMENDMENT 3, FOOD VENDOR RFP

Due to the aforementioned changes, Union County Community Action, Inc. has decided to extend a deadline within the Calendar of Events in Section 1: Procedural and Submission Requirements (Page 3). The "last date to submit written questions" will be extended from July 19th, 2022 to July 22nd, 2022.

**REQUEST FOR PROPOSAL (RFP)
PRIME VENDORS
FOOD PRODUCTS & FOOD SERVICE SUPPLIES**

Completed proposal must be submitted no later than August 2nd, 2022 by 3:00 P.M.

**Proposal issued by:
Union County Community Action, Inc.
1401-H W. Roosevelt Blvd.
PO Box 1029
Monroe, NC 28111**

**Contact:
Kristen Sutton, *Contract Administrator*
(704) 283-7583 ext. 0227
kristen.sutton@uccainc.org**

PLEASE READ ENTIRE SOLICITATION CAREFULLY!

REQUEST FOR PROPOSAL (RFP) FOR PRIME VENDORS

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Attachments

PRIME VENDOR PRICING FORM (Excel Spreadsheet)	
Attachment A	UCCA AGENCY PROFILE
Attachment B	PRIME VENDOR PRICING FORM CERTIFICATION
Attachment C	PROPOSER CONTACT INFORMATION
Attachment D	INDEPENDENT PRICE DETERMINATION CERTIFICATE
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SECTION 1: PROCEDURAL AND SUBMISSION REQUIREMENTS

Description:

Union County Community Action, Inc., herein referred to as "UCCA," requests proposals in response to this solicitation for the services of a Prime Vendor also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products and related food service goods. This solicitation is issued with the intent to procure products and related services of a Prime Vendor(s) in accordance with applicable state and federal law governing the federally funded Child and Adult Care Food Program (CACFP).

UCCA intends to award contracts and make purchases through up to two (2) commercial food distributors, who will act as Prime Vendors for all products and services specified in this RFP. UCCA will select a winning proposal based on the conditions and requirements contained herein. The awarded contract will become effective upon award and will end on September 30th, 2019, with an option for two (2) one (1) year contract renewals.

Proposal Deadline: August 2nd, 2022, 3:00 P.M.

Proposals will be accepted up to the due date and time for submission; no proposal may be withdrawn after submission. Late proposals will not be considered. It is the responsibility of the Proposer to ensure the proposal arrives at the required location by the required time. Submitted proposals shall remain valid for thirty (60) days from the proposal deadline.

If UCCA determines that there is a discrepancy in or omission from this solicitation prior to the proposal deadline, an addendum will be issued and posted on UCCA's website at www.uccainc.org.

Inquiries:

All communication regarding this solicitation document must be submitted via email to:

Kristen Sutton, *Contract Administrator*
(704) 283-7583 ext. 0227
kristen.sutton@uccainc.org

Hand-deliver proposals to:

Union County Community Action, Inc.
Attn: Kristen Sutton
1401-H W. Roosevelt Blvd.
Monroe, NC 28110

Submission of Proposals:

Proposers must sign and complete all sections of this solicitation. Proposers must hand-deliver a complete proposal packet to the address listed above by the due date and time as stated in this solicitation. Additionally, Proposers must submit an electronic copy of the Prime Vendor Pricing Form to kristen.sutton@uccainc.org. It is the Proposer's responsibility to assure all required documents and files are received by the deadline, no exceptions.

Proposals must meet the requirements outlined in this RFP to be considered responsive and eligible for consideration of award. Proposals will be rejected if not in compliance with these requirements. Proposers who submit incomplete proposals with missing information will be ineligible for evaluation and selection for an awarded contract. Below is a list of documents which must be completed and submitted with your proposal to be considered responsive.

- 1. PRIME VENDOR PRICING FORM (Excel Workbook)**
- 2. Attachment B PRIME VENDOR PRICING FORM CERTIFICATION**
- 3. Attachment C PROPOSER CONTACT INFORMATION**

4. **Attachment D** INDEPENDENT PRICE DETERMINATION CERTIFICATE\
5. **Attachment E** SUSPENSION AND DEBARMENT CERTIFICATION
6. **Attachment F** LOBBYING CERTIFICATION
7. **Attachment G** DISCLOSURE OF LOBBYING ACTIVITIES

Calendar of Events:

The required dates and times by which actions must be completed and, where applicable, locations are listed in the calendar of events. If UCCA determines it is necessary to change a date, time, or location, it will issue an addendum to this solicitation.

Calendar of Events	
Release of solicitation	July 5 th , 2022
Last date to submit written questions	July 22 nd , 2022
Release of responses to written questions in the form of an addendum.	July 26 th , 2022
Due date for proposals	August 2 nd , 2022, 3:00 P.M.
Bid opening and review	August 2 nd , 2022, 3:30 P.M.
UCCA Executive Committee review and contract award	August 9 th , 2022

Product List:

There are two (2) categories of products that UCCA intends to procure: 1) Food & Supplies and 2) Dairy & Beverages. Proposers may bid on one or both product categories. The PRIME VENDOR PRICING FORM is an Excel workbook containing spreadsheets for each category. Proposers must submit two (2) copies of the PRIME VENDOR PRICING FORM: 1 hard-copy, included in proposal packet and 1 electronic copy, emailed to kristen.sutton@uccainc.org. Proposers must also submit a signed copy of Attachment B, PRIME VENDOR PRICING FORM CERTIFICATION, along with all other required documents to be considered a responsive proposal.

SECTION 2: SCOPE AND PURPOSE

Scope:

The purpose of this solicitation is to solicit proposals and award a contract to a Prime Vendor for products and services described herein.

Amendments and Modifications:

UCCA reserves the right to modify the awarded contract by mutual agreement between UCCA and selected Prime Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by UCCA.

Prime Vendor Agreement:

Selected Prime Vendor must sign the awarded contract upon notification by UCCA. The awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and selected Prime Vendor proposal. Failure to execute the awarded contract will disqualify winning Proposer, and the next most responsible, responsive Proposer with the next highest scoring points will be selected.

Agreement Period:

Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period with the option to renew the agreement for up to two (2) additional one-year periods by mutual

agreement of UCCA and selected Prime Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Fair and Open Competition:

This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Proposer to notify Kristen Sutton in writing at kristen.sutton@uccainc.org, so as to be received within five (5) business days after the date the solicitation is issued by UCCA. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

Delivery:

All deliveries must be completed before 9:45 A.M. unless other arrangements are agreed to by UCCA. Products will be delivered to UCCA at the following addresses:

South Hamlet HS/EHS Center

205 Thomas Street
Hamlet, NC 28345

Winchester Center

1102 Fairley Avenue
Monroe, NC

SECTION 3: PROPOSER QUALIFICATIONS AND RESPONSIBILITY

Requirements:

1. UCCA is looking for a Prime Vendor to provide the products and services listed in the RFP.
2. If Proposer is unable to provide products or services to UCCA, Proposer must succinctly define what can and cannot be provided, including the reason. UCCA will determine if the request is accepted. If the request is denied, the proposal may be rejected.
3. In case of default by selected Prime Vendor, UCCA, after due notice, may procure the necessary supplies from other sources and hold selected Prime Vendor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of UCCA.
5. Proposer will provide names and contact information for at least three (3) but no more than five (5) references of non-profit or school district customers of similar size.
6. The products and pricing of the awarded contract may be available for other schools/government agencies or eligible entities (piggybacking), after the initial contract is awarded. By submitting a proposal, the Proposer agrees to make the same contract terms and conditions, products, and price available to other such governmental agencies or eligible entities. UCCA will not in any way incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities.

Compliance Requirements:

Proposers will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and the North Carolina Department of Public Instruction (DPI).

Discussions/Negotiations:

By submission of a proposal, Proposer agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Proposer will not discuss this

procurement with any party except Kristen Sutton, Contract Administrator. UCCA reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of UCCA. UCCA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Proposer's response to this solicitation.

UCCA reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Proposer's proposal. This process may be used for such purposes as providing an opportunity for Proposer to clarify the proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Proposer. UCCA will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Proposer is proposing to UCCA. An individual authorized to legally bind Proposer shall sign responses to any request for clarification.

UCCA reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Proposer's qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by UCCA to award any contract or agreement. This RFP is designed to provide Proposer with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Proposer is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Proposer fails to deliver the proposal by the due date and time.
2. Proposer fails to respond to UCCA's request for information, documents, or references within the time specified.
3. Proposer's response limits the rights of UCCA.
4. Proposer's response materially changes a product or service requirement.
5. Proposer fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations of future developments will not satisfy the requirement.
6. Proposer provides misleading or inaccurate responses.
7. Proposer initiates unauthorized contact regarding the RFP with UCCA or employees/agents of UCCA.
8. Proposer presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
9. Proposer fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

SECTION 4: ADMINISTRATIVE INFORMATION

Estimations:

UCCA has to the best of its ability, provided estimates to Proposer for products and related services it intends on ordering. The total purchasing estimates are based on usage from the previous year; some quantities may be projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. UCCA will not guarantee any minimum utilization or compensation to be paid to a Proposer.

Competitive Pricing:

Proposer must complete the "PRIME VENDOR PRICING FORM." Proposers are encouraged to submit the most competitive pricing possible because UCCA will be soliciting multiple proposals from proposers to achieve the lowest possible costs for the specifications and requirements outlined in this solicitation. If for any reason this solicitation has limited Proposer's ability to provide a competitive proposal, please contact UCCA as directed in the cover letter.

Pricing:

All products will be priced as Proposer's cost plus a fixed handling charge. Pricing submitted for all products will be net price, F.O.B. destination, *in the door*. The evaluated prices will be price per unit, not price per case. The unit price offered should contain two points (.00) beyond the decimal. The extended price shall be rounded to the nearest whole cent.

Case Price:

Basis for case price (cost) are current prices for date of August 2nd, 2022. If product was not purchased on this date, a manufacturer's price sheet signed by an authorized manufacturer's representative or official manufacturer confirmation letter may be used prior to the proposal opening. Prices must be entered on the "PRIME VENDOR PRICING FORM." UCCA may request copies of invoices, price sheets, or confirmation letter prior to award of contract.

- a. Prices quoted shall be the NET PRICE that UCCA will pay.
- b. Cost should be locked with packers/manufacturer for the greatest extent of time to avoid price increases for contract duration.
- c. Prices shall be based on delivery to Proposer's warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Proposer will not exceed the rates established by nationally recognized common carriers.
- d. Official manufacturer confirmation letter must be maintained on file with the selected Prime Vendor for audit purposes.
- e. Allowances intended for the end user, such as, promotion allowances, billbacks, or other purchasing incentives MUST accrue to the benefit of UCCA. Evidence of such discounts or allowances will be available for audit upon request. A Proposer's invoice costs shall reflect proposal and/or promotion allowances, e.g., one free with 10, or proposal allowances, the benefits of which shall accrue to UCCA. Self-funded allowances will be expected to be on-going. **In the narrative section of ATTACHMENT B, explain any volume discounts or allowances which are from monies other than manufacturers or packer's allowances.**
- f. Allowances intended for the selected Prime Vendor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of selected Prime Vendor.
- g. Individual product rebates may either be filed by UCCA or selected Prime Vendor, but will be paid only to UCCA. The selected Prime Vendor will provide the tracking report, if requested.
- h. Brand names mentioned on the "PRIME VENDOR PRICING FORM" are solely used as examples. If using a different or generic brand, a specification must be noted in the column labeled "Brand."**
- i. Submit, with the proposal, a list of all products which:
 1. Are firm for the entire contract year, calendar year, or other specified period of time.
 2. Proposer cannot provide to UCCA.

3. Are special order (include lead time).
4. Are purchased by Inner Company billing and/or Group Buying billing which are not normally in stock at the warehouse which services UCCA. If there is a price increase due to Inner Company or Group Buying billing, the increased price must be supported with a market bulletin(s) from an independent source; such documentation shall be maintained on file with selected Prime Vendor for audit purposes.
5. Are Proposer-processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. The selected Prime Vendor shall keep the market bulletin which served as the basis for the cost and the calculation for this proposal on file for audit purposes.

When a product unit is stated as case, decimals should be carried two (.00) places. For units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four (.0000) places. To determine a proposed unit which is less than a case, take the case cost to four places beyond the decimal (.0000). Divide case cost by the number of units in a case and round to the nearest whole cent (\$.00).

Handling Charge:

Includes but is not limited to procurement, handling at Proposer's warehouse, overhead, delivery, and profit. **In the narrative section, explain how handling fee is determined.** The handling fee is fixed for the length of the contract plus any renewals regardless of manufacturers/suppliers invoice prices. Proposers may propose a different handling fee for different product categories or different products within the categories.

- a. Proposer shall propose a dollars and cents handling fixed fee per case to two decimal places, for example, \$1.25.
- b. The handling charge applied to a product shown in the "PRIME VENDOR PRICING FORM" shall also apply to all other pre-approved brands within the product specification in the event of substitution.
- c. Handling charges for broken cases shall be pro-rated based on the number of units ordered from the full case. UCCA will keep broken case orders to a minimum; broken case orders shall consist largely of seasonings, condiments, fresh produce, and some non-food products. To arrive at the price for broken cases, the selected Prime Vendor shall divide the number of units in a full case into the per-unit selling price, including the pro-rated handling fee.
- d. **In the narrative portion, Proposer should describe any prompt payment and volume discount allowances proposed.**
- e. Request to adjust handling charges will be entertained by UCCA only at the time of contract renewal. The request must be based on concrete data.

Handling Charge and Delivery:

Handling charge will include delivery to all buildings as indicated on UCCA Profile Sheet located in the last section of this RFP. The handling charge may be adjusted at renewal based on the cost of fuel. No other criteria may be considered in adjusting the handling charge.

Allowable Costs (discounts, rebates, and other applicable credit)

Selected Prime Vendor must be able to comply with 7 CFR § 210.21(f) Cost Reimbursable Contracts, which states the following:

(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- (ii)
 - (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

In accordance with 7 CFR § 210.21,

1. No expenditure may be made from the nonprofit school food service account that permits or results in the selected Prime Vendor receiving payments in excess of the selected Prime Vendor's actual, net allowable costs.
2. *Evaluation of Rebates, Discounts, and Credits:* Proposer will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Proposers, other manufactures and vendors, or companies related to products and services described in this solicitation and resulting awarded contract. Any such rebates, discounts, and credits must accrue to the benefit of UCCA. This includes any rebates, discounts, and credits which are contracted out to a third party for management, handling, payment, and/or processing.

Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-UCCA related purchases where UCCA purchases were considered), or other direct or indirect remuneration from manufacturers/vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from UCCA's nonprofit food service account.

In a narrative the Proposer must:

- a) Describe how it manages, reports, and negotiates rebates, discounts, and credits.
- b) Provide an estimate of rebates, discounts, and credits UCCA should receive in the first year of its contract if Proposer won the contract based on estimates provided.
- c) Describe what differentiates the Proposers company from other companies, in terms of rebates, discounts, and credits.
- d) Describe if funds from rebates, discounts, and credits are audited by an independent auditing organization to ensure they are paid in accordance with your company's contracts and accordance with applicable federal and state requirements.

SECTION 5: PRODUCT REQUIREMENTS

General Requirements: All products shall conform to the minimum requirements of federal and state regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products proposed by Proposer and supplied by selected Prime Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.
2. All foods, especially temperature-controlled foods, will be handled according the latest with federal and state food codes that govern the products.
3. With respect to any products which are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Prime Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third-party laboratory analysis to justify the grade.
5. Random sampling and testing of products will be performed by UCCA. Should any product fail to meet specification, quality, or condition as awarded, UCCA will require the selected Prime Vendor to remove any such products from all UCCA locations, provide full credit for the total value of removed product, and reimburse UCCA for any cost.
6. If product origin is not listed on the case or broken cases, selected Prime Vendor will be required to provide country of origin when UCCA requests the information.

Nutrition Standards in the National School Lunch and School Breakfast Programs:

All products shall conform to NSLP, SBP, and other federal and state regulated nutritional programs (including new meal patterns) in which UCCA participates. Selected Prime Vendor will need to work with UCCA to achieve compliance with changes to program standards as they relate to products and services provided by the selected Prime Vendor to UCCA.

Ordering Procedures:

- UCCA prefers an on-line ordering process.
- If possible, selected Prime Vendor must block non-proposed products from electronic ordering systems available to UCCA.
- Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to a minimum.
- Orders will be transmitted electronically as mutually agreed upon by selected Prime Vendor and UCCA.
- Selected Prime Vendor may be required to provide assistance to UCCA to set-up and utilize existing technology by providing computer software and training for on-line account management. Vendor will train selected UCCA staff on use of system at no additional cost to UCCA.
- Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing.

Substitutions:

All substitution requires the prior approval of UCCA. If selected Prime Vendor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received.

SECTION 6: STANDARD TERMS AND CONDITIONS

Terms and Conditions:

Selected Prime Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of selected Prime Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this solicitation.

Reservation of Rights:

UCCA expressly reserves the following:

1. The right to reject all proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request a clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Proposer in the event the Proposer to whom a contract is awarded defaults in executing the formal agreement.
5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary issue a new solicitation or take other action as UCCA deems appropriate in the best interests of UCCA.

Proposer has the right to withdraw its proposal if UCCA changes the type of award as described herein.

Payment Method:

Payment will be made directly to a selected Prime Vendor within 30 days of invoice. Proposer may provide incentives for early payment of invoices. These incentives will not be considered in the evaluation of the proposal but will be noted in the awarded contract.

Invoicing:

The selected Prime Vendor must provide a duplicate invoice at each delivery showing the quantity of products delivered. This invoice must be signed and dated by the food service manager receiving the products at each delivery.

Taxes:

Price quoted shall not include state and federal taxes from which UCCA is exempt. UCCA will furnish exemption certificate upon Proposer's request.

Recordkeeping:

Any and all documents, books, records, invoices, and/or quotations of UCCA's purchases shall be made available upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the contract term to which they pertain (including renewals) and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by UCCA, state, and federal representatives and auditors in accordance with federal regulations. Selected Prime Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

Access to Records:

Access shall be granted by selected Prime Vendor to UCCA, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Prime Vendor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. UCCA may conduct audits to validate costs and compliance with agreement terms and conditions.

Inspection of Public Records:

All information received from selected Prime Vendor shall be subject to inspection once the contract is awarded.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:

Proposer certifies neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

Lobbying:

Proposer must certify no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

State and Federally Required Contractual Provisions:

Selected Prime Vendor must have obtained and will continue to maintain during the entire term of the awarded contract, all permits, approvals or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, selected Prime Vendor is responsible to abide by all applicable federal and state laws and policies of the DPI, as applicable, when providing services under the awarded contract, including but not limited to:

1. **Equal Employment Opportunity** – Selected Prime Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. **Labor and Civil Rights Laws** – Selected Prime Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Prime Vendor's performance of work under the awarded contract, selected Prime Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Prime Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the

Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

3. **Davis-Bacon Act Compliance** – Vendors must adhere to Davis-Bacon prevailing wage requirements in order to provide the services listed in this RFP.
4. **Duty to Protect** – Selected Prime Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to UCCA’s location, building, or UCCA’s property when students are attending school or a school related activity. Selected Prime Vendor shall make periodic criminal history records inquiries.
5. **Smoking** – Selected Prime Vendor shall comply with all prohibitions on smoking in UCCA facilities and grounds pursuant to applicable federal, state, and local laws or policies.
6. **Unauthorized Workers** – The employment of unauthorized workers by selected Prime Vendor is considered a violation of federal and state law. If selected Prime Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
7. **Clean Air Act and Energy Policy and Conservation Act** – Selected Prime Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Prime Vendor shall report all violations to UCCA and to the relevant federal or state agency as appropriate.

Insurance:

Selected Prime Vendor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer’s Liability Insurance, and Automobile Liability Insurance. Selected Prime Vendor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to UCCA. **Selected Prime Vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the proposal.** Selected Prime Vendor shall meet the statutory requirements of the State of North Carolina for worker’s compensation coverage and employer’s liability insurance.

Property Damage Liability:

Selected Prime Vendor shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Comprehensive General Liability:

Selected Prime Vendor shall maintain Comprehensive General Liability insurance that shall protect selected Prime Vendor and UCCA from claims of bodily injury or property damage which arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

General Indemnity:

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify UCCA, and assume entire responsibility and liability for losses, expenses, demands, and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage to property of or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses, damages sustained by officials (including the Executive Director, the Board of Directors, as well as employees) from any and all such losses, expenses, damages, demands, and claims. The Contractor further agrees to defend any suit or action brought against officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost, and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, general liability insurance as outlined above. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

Hold Harmless:

The Contractor shall indemnify UCCA against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work under this contract.

Food Laws:

Selected Prime Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. UCCA may inspect selected Prime Vendor's facilities and vehicles. Selected Prime Vendor must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall:

Selected Prime Vendor shall be expected to voluntarily comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Proposer shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to UCCA and assurance that unsafe products are identified and removed from UCCA site(s) in an expedient, effective, and efficient manner. Selected Prime Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Biosecurity:

Proposer must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

SECTION 7: EVALUATION OF PROPOSALS

Evaluation: Proposals that are submitted timely and are not subject to disqualification will be reviewed by UCCA in accordance with the evaluation criteria set forth in this solicitation. UCCA will also conduct a pre-award audit and check references. UCCA will evaluate each proposal independent of other proposals. As part of the evaluation process, UCCA may request samples.

EVALUATION CRITERIA	
Mandatory Requirements	
Prime Vendor Pricing Form (Excel Workbook)	
Attachment B: Prime Vendor Pricing Form Certification	
Attachment C: Proposer Contact Information & Reference List	
Attachment D: Independent Price Determination Certificate	
Attachment E: Suspension & Debarment Certification	
Attachment F: Lobbying Certification	
Attachment G: Disclosure of Lobbying Activities	
Technical Evaluation Criteria	Maximum Score
Implementation and Account Representation	5 points
References	10 points
Product Availability and Online Ordering	10 points
Delivery Schedule	10 points
Narrative(s)	5 points
Pricing Evaluation Criteria	
Total Extended Costs (including handling charges)	60 points
Total Possible Score	100 points

SECTION 8: AWARD & POST AWARD INFORMATION

Award:

Contract will be awarded to the most responsive and responsible Proposer scoring the greatest number or points based on criteria described in this solicitation.

Proposal Protest Procedures:

If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Proposer with the lowest costs, the objecting Proposer shall furnish that protest, in writing, to UCCA within two (2) business days of the date of the Proposer notification of an awarded contract. The protest shall describe in detail the basis for the protest and shall request a determination under this section. If a protest is filed in a prompt fashion, UCCA will review the basis for the protest and relevant facts under such terms and conditions, as UCCA considers proper. Upon completion of the review, UCCA shall submit its findings and recommendations to UCCA's board members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from UCCA's board members, UCCA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Type of Contract:

A fixed price (including all handling charges) per product will be awarded as a result of this solicitation.

Method of Award:

Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. UCCA evaluation committee will review the

proposals using the evaluation criteria in this solicitation. In addition, UCCA may conduct a pre-award audit and check references.

Contract Maintenance:

UCCA will communicate with selected Prime Vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Prime Vendor issues.

Reporting:

Monthly usage reports are to be provided to UCCA within the first week of the following month.

Mutual Agreement Termination:

With mutual agreement of both parties to the awarded contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination:

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience:

UCCA may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Prime Vendor.

Final Payments:

Upon any termination of the awarded contract, UCCA will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination. The selected Prime Vendor shall submit all required reports and other information.

AGENCY PROFILE

Union County Community Action, Inc.

Physical Address: 1401-H West Roosevelt Blvd., Monroe, NC 28110

Billing Address: PO Box 1029, Monroe, NC 28111

Telephone: (704) 283-7583

RFP/Contract Contact: Kristen Sutton, *Contract Administrator*

Ordering Contact: Raven Moore, *Health & Nutrition Specialist*

Billing Contact: Tiffany Birt, *Bookkeeper*

	WINCHESTER HS/EHS CENTER	SOUTH HAMLET HS/EHS CENTER
Site Type:	Head Start/ Early Head Start Center (School Building)	Head Start/ Early Head Start Center (School Building)
Estimated Annual Purchases:	\$200,000	\$100,000
Delivery Address:	1102 Fairley Avenue Monroe, NC 28110	205 Thomas Street Hamlet, NC 28345
Delivery Type:	In-the-Door	In-the-Door
Delivery Frequency:	2x/week	2x/week
Delivery Days:	Monday- Friday	Monday- Friday
Delivery Times:	6:30 a.m. – 9:45 a.m.	6:30 a.m. – 9:45 a.m.

PROPOSER CONTACT INFORMATION

Ordering:

Name: _____

Office Phone: _____

Cell Phone: _____

E-mail: _____

REFERENCES

Reference #1

Company: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Emergency, After/Before Business Hours:

Name: _____

Office Phone: _____

Cell Phone: _____

E-mail: _____

Reference #2

Company: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Product Information:

Name: _____

Office Phone: _____

Cell Phone: _____

E-mail: _____

Reference #3

Company: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Billing:

Name: _____

Office Phone: _____

Cell Phone: _____

E-mail: _____

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (UCCA) and the Prime Vendor (Proposer) shall execute this Independent Price Determination Certificate.

Name of School Food Authority: Union County Community Action, Inc.

Name of Prime Vendor: _____

- A. By submission of this offer, the Proposer 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 Proposer 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 Proposer and will not knowingly be disclosed by the Proposer prior to proposal opening, directly or indirectly to any other Proposer for the purpose of restricting competition.
 - 3. No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

- B. Each person signing this offer on behalf of the Proposer certifies that:
 - 1. He or she is the person in the Proposer's organization responsible in 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 other Proposer's organization responsible in 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 Proposer, 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.

Signature of authorized representative: _____/ Date: _____

Print Name: _____/ Title: _____

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

Signature of authorized representative: _____/ Date: _____

Print Name: _____/ Title: _____

NOTE: Accepting a Proposer's proposal does not constitute award of the contract.

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are 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/Company: _____

Name of RFP/Project: _____

Signature of Authorized Representative: _____ / **Date:** _____

Print Name: _____ / **Title:** _____

INSTRUCTIONS FOR SUSPENSION & DEBARMENT CERTIFICATION:

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification 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 whom 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, bid/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 he or she 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 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 principles. Each participant may, but is not required to, check the Non-Procurement 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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 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 awarding of a federal contract, the making of a 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name & Address of Organization/Company: _____

Name of RFP/Project: _____

Signature of Authorized Representative: _____ / Date: _____

Print Name: _____ / Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352**

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	3. Report Type <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Sub-Awardee, 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: <i>(if known)</i>	9. Award Amount: <i>(if known)</i>	
10. a. Name and Address of Lobbying Entity: <i>(if individual, last name, first name, MI)</i>	10. b. Individual Performing Services: <i>(including address if different from No. 10 a) (Last name, first name, MI)</i>	
11. Amount of Payment: <i>(check all that apply)</i> \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>	13. Type of Payment: <i>(check all that apply)</i> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: <i>(specify)</i> _____	
12. Form of Payment: <i>(check all that apply)</i> <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____	14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)	
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this	Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____	

<p>transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction</p>

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use 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 (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 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 sub-awardee, e.g., the first sub-awardee 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 *Sub-awardee*, 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 know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item1). 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 Item 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 name of the individual performing services and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. 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 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 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.