



MISSOURI DEPARTMENT OF  
**HEALTH &  
SENIOR SERVICES**

# **Contracting with Food Service Management Companies**

**Summer Food Service Program  
Bid Packet for Contracts  
Greater than \$250,000.00**

Missouri Department of Health and Senior Services  
Community and Public Health  
Community Food and Nutrition Assistance  
P.O. Box 570  
Jefferson City, Mo 65102  
Telephone: 800-733-6251  
Fax: 573-526-3679  
E-mail: [SFSP@health.mo.gov](mailto:SFSP@health.mo.gov)  
[www.health.mo.gov/sfsp](http://www.health.mo.gov/sfsp)

# Table of Contents

<b>Instructions for Sponsors .....</b>	<b>1</b>
<b>Instructions for Bidders .....</b>	<b>3</b>
<b>General Conditions .....</b>	<b>6</b>
<b>Contract Provisions .....</b>	<b>12</b>
<b>Invitation for Bid .....</b>	<b>14</b>
<b>Scope of Services .....</b>	<b>15</b>
<b>Certificate of Independent Price Determination.....</b>	<b>16</b>
<b>Certification Regarding Lobbying.....</b>	<b>17</b>
<b>USDA AD-1048 .....</b>	<b>18</b>
<b>Schedule A .....</b>	<b>20</b>
<b>Schedule B .....</b>	<b>21</b>
<b>Schedule C .....</b>	<b>22</b>
<b>Schedule D Unit Price Table Instructions .....</b>	<b>23</b>
<b>Schedule D .....</b>	<b>27</b>
<b>Food Service Management Contract Signature Page.....</b>	<b>28</b>

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, audiotope, 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 which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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:

mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or  
fax:  
(833) 256-1665 or (202) 690-7442; or  
email:  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

## Instructions for Sponsors

Sponsors who contract with a commercial Food Service Management Company (FSMC) to provide Summer Food Service Program (SFSP) meals that are expected to be greater than \$250,000.00 annually must follow a formal competitive bid process. Formal procurement methods must be in compliance with 7 CFR 225.17 and 2 CFR 200.320.

### Formal Competitive Bid Process

1. Use the bid and contract prototype provided by the Department of Health and Senior Services-Community Food and Nutrition Assistance (DHSS-CFNA). Read through the entire packet. Complete the necessary information on the specific contract requirements for the facility to which meals are to be catered.
2. Develop, at a minimum, a two-week cycle menu. A longer cycle may be developed. Keep in mind that the more complex the food items and the menu are, the costlier the meals will be. **Do not let potential bidders provide the menus.** Each potential bidder must be given a fair and equal opportunity to bid on the same meals.
3. Place an advertisement in the local newspaper announcing that you are accepting bids for the preparation and delivery of meals. Most newspapers have a special section for bid announcements. The advertisement must include the location or phone number where bid packets can be obtained, as well as a date, time, and location for the bid opening. The sponsor must allow at least **14 days** for potential bidders to bid on the food service contract. This means that there must be at least **14 days** from the date the bid announcement runs in the newspaper to the date that the bids are opened. Send a copy of the newspaper advertisement or the invoice to DHSS-CFNA.
4. Notify DHSS-CFNA of the bid opening not less than 14 days before the bid opening.
5. Make copies of the entire bid packet, including the menus, for each company that requests a bid packet. Provide the bid packet when a company replies to your advertisement.
6. Ensure two or more responsible bidders have submitted bids for review.
7. Open all bid packets on the date of the bid opening in the presence of the bidders and the DHSS-CFNA representative. Do not open prior to the bid opening as scheduled in the advertisement.
8. The award of the bid goes to the lowest bidder unless the organization provides documentation and justification to support awarding the bid to someone other than the lowest bidder.
9. A copy of every bid must be given to the DHSS-CFNA representative at the bid opening for review.

10. The bid must be approved by the DHSS-CFNA before it is accepted by the organization. Please forward the recommended bid packet to DHSS-CFNA for approval.

**Items DHSS-CFNA requires for Food Service Management Contract approval:**

- Invitation for Bid
- Scope of Services for SFSP
- Certificate of Independent Price Determination
- Certification Regarding Lobbying
- USDA Form AD-1048
- Schedule A
- Menus
- Schedule D
- Bid Bond
- 20% Performance Bond
- Sanitation Inspection and/or Health Permit
- Copy of FSMC's Business License (if applicable)
- Food Service Management Contract Signature Page
- Certification that the owner/operator(s) of the FSMC (contractor) is not on the USDA National Disqualified List (NDL). By checking this box and signing the FSMC contract, the sponsor is certifying they have verified that the FSMC owner/operator(s) is not on the NDL (<https://snf.fns.usda.gov/ndlweb/Welcome.action>).

DHSS-CFNA contact information:

Missouri Department of Health and Senior Services  
Community and Public Health  
Community Food and Nutrition Assistance  
P.O. Box 570  
Jefferson City, Mo 65102  
Telephone: 800-733-6251  
Fax: 573-526-3679  
E-mail: [SFSP@health.mo.gov](mailto:SFSP@health.mo.gov)  
[www.health.mo.gov/sfsp](http://www.health.mo.gov/sfsp)

# Instructions for Bidders

## 1. Submission of Bids

- a. Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this Invitation For Bid (IFB). Failure to do so shall be at the bidder's risk.
- b. Two copies of the bid packet should be included in the sealed envelope, one for the sponsor and one for the Department of Health and Senior Services-Community Food and Nutrition Assistance (DHSS-CFNA). Keep a copy for your files. No change in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.
- c. A copy of a current state or local health certificate for the food preparation facility shall be submitted with the bid.
- d. A copy of the current business/merchant's license.
- e. Both copies of the bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB and marked on the outside with the name of the bidder, bid number, date, and time of opening.

Failure to comply with any of the above shall be reason for rejection of the bid.

## 2. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations of instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB.

## 3. Acknowledgement of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged in one of the following ways; by signing and returning the amendment; transmission of a fax with the sponsor/center maintaining the fax cover sheet; or receipt from a certified return receipt mailing. Such acknowledgement must be received prior to the hour and date specified for bid opening.

## 4. Discounts

Prompt payment discounts offered for payment in less than 20 calendar days will not be considered in evaluating bids for award. However, offered discounts for prompt payment made in less than 20 days will be taken if payment is made within the discount period even though not considered in the evaluation of bids.

**5. Bidders Having Interest in More Than One Bid**

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

**6. Time for Receiving Bids**

Sealed bids shall be deposited at the address specified on the IFB of the sponsor no later than the exact time and date indicated on the face of the IFB. Bids received prior to the time of opening will be securely kept, unopened.

**7. Opening of Sealed Bids**

- a. Sealed bids will be opened publicly at the exact time and date located on the face sheet of the IFB. Bidders and the public must be able to witness any and all bids to be considered.
- b. The sponsor will read the name and address of each bidder and the unit price per meal at the bid opening. The sponsor/center need not decide on which bid will be accepted at the bid opening.

**8. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and cannot secure relief on the plea of error.

**9. Award of Contract**

- a. The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the sponsor, price and other factors considered. Consideration shall be given to such matters as FSMC integrity, compliance with public policy, record of past performance, lack of conflict of interest or perceived conflict of interest, and financial and technical resources.
- b. The sponsor reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program.
- c. The sponsor reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

**10. Late Bids, Modifications of Bids, or Withdrawals of Bids**

- a. Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or

certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids. Example, a bid submitted in response to an IFB requiring receipt of bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> or earlier.

- b. A bid may be withdrawn in person by a bidder or the authorized representative, provided the identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish mailing date for a late bid, a modification of bid, or a withdrawal of bid sent by registered or certified mail is the United States Postal Service postmark on the wrapper or on the original Postal Service receipt. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. The term “postmark” means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the United States Postal Service.
- d. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

Items are required for bid:

- Invitation for Bid
- Scope of Services for SFSP
- Certificate of Independent Price Determination
- Certification Regarding Lobbying
- USDA Form AD-1048
- Schedule A
- Menus
- Schedule D
- Bid Bond
- 20% Performance Bond
- Sanitation Inspection and/or Health Permit
- Copy of FSMC’s Business License (if applicable)
- Food Service Management Contract Signature Page
- Certification that the owner/operator(s) of the FSMC (contractor) is not on the USDA National Disqualified List (NDL). By checking this box and signing the FSMC contract, the sponsor is certifying they have verified that the FSMC owner/operator(s) is not on the NDL (<https://snp.fns.usda.gov/ndlweb/Welcome.action>).

# General Conditions

## 1. Delivery Requirements

- a. The Food Service Management Company (FSMC) shall make delivery to each site in accordance with the order from the sponsor.
- b. The FSMC must provide exactly the number of meals ordered. Counts of meals will be made before meals are accepted by the sponsor. Damaged or incomplete meals shall not be included when the number of delivered meals is determined, these meals will not be reimbursed.
- c. Adequate amounts of food shall be provided in accordance with the number of servings required, in the portion sizes indicated. Foods provided in bulk must be supplied with sufficient overage to compensate for anticipated wastage associated with customary techniques.
- d. Meals shall be delivered daily, unloaded, and placed in the designated site by the FSMC's personnel at each of the locations and times listed in Schedule A.
- e. The FSMC shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with state and local health codes.
- f. The sponsor reserves the right to add or delete sites. This shall be done by amendment of Schedule A. Addition or deletion of a site will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting a site shall be negotiated and noted in the modification. The FSMC's invoice shall show the cost as a separate item for that site.

## 2. Supervision and Inspection

The FSMC shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products.

## 3. Recordkeeping

- a. At a minimum the FSMC must prepare three copies of delivery tickets; one for the FSMC, one for the site personnel, and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered for each site. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. The sponsor, only if signed by the sponsor's designee at the site, shall accept invoices.
- b. The FSMC shall maintain records supported by delivery tickets, itemized monthly invoices with daily quantities, unit price, and total food bill for food delivered each month, purchase orders, menus, records of discounts, and production records for

this contract, and any other evidence for inspection and reference to support payments and claims.

- c. The books and records of the FSMC pertaining to this contract shall be available for a period of three federal fiscal years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the state agency, representatives of the United States Department of Agriculture (USDA), the sponsor, and the Comptroller General of the United States at any reasonable time and place.

#### **4. Method of Payment**

The FSMC shall submit its itemized invoice to the sponsor bi-weekly or monthly as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the site representative of the sponsor have signed the required delivery receipts.

#### **5. Inspection of Facility**

- a. The sponsor, the state agency, and the USDA reserve the right to inspect the FSMC's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- b. The FSMC's facilities shall be subject to periodic inspections by USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations
- c. The FSMC shall provide for meals it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards applied by the local health authority with the respect to the level of bacteria that may be present in meals served by other establishments in the locality.

#### **6. Availability of Funds**

The sponsor shall have the option to cancel this contract if the federal government withdraws funds to support the Summer Food Service Program (SFSP).

It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

## **7. Number of Meals and Delivery Times**

The FSMC must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

## **8. Emergencies**

In the event of unforeseen emergency circumstances, the FSMC shall immediately notify the sponsor by telephone of the following:

- i. The impossibility of on-time delivery.
- ii. The circumstances precluding delivery.
- iii. A statement of whether or not succeeding deliveries will be affected.

No payments will be made for deliveries made later than one half hour after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided it gives the FSMC at least 48 hours notice.

Adjustments for emergency situations affecting the FSMC's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the FSMC and the sponsor.

## **9. Insurance**

Sponsors shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies and the contract of insurance shall provide for notice to the sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect. The sponsor shall not be liable to FSMC for any indemnity.

## **10. Termination**

- a. The sponsor reserves the right to terminate this contract if the FSMC fails to comply with any of the requirements of this contract. The sponsor shall notify the FSMC of specific instances of noncompliance in writing. In instances where the FSMC has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of immediate termination of the contract and the FSMC shall be liable for any damages incurred by the sponsor. The sponsor shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price as approved by the state agency.
- b. The sponsor shall by written notice to the FSMC, terminate the right of the FSMC to proceed under this contract if it is found, by the sponsor that gratuities in the

form of entertainment, gifts, or otherwise were offered or given by the FSMC to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.

- c. The sponsor may terminate this contract without prior written notification to the FSMC if any authority having jurisdiction finds the FSMC in violation of any material sanitation requirement set forth in the Missouri Rules Governing Food Service Sanitation.
- d. Termination under this section shall be written notice to the FSMC given by hand delivery or certified mail, return receipt requested, and the termination notice shall be effective immediately upon receipt.
- e. In the event this contract is terminated as provided in paragraph (b.) hereof, the sponsor shall be entitled
  - i. To pursue the same remedies against the FSMC as it could pursue in the event of a breach of contract by the FSMC.
  - ii. To a penalty in addition to any other damages, a penalty in an amount which shall not be less than three nor more than ten times the costs incurred by the FSMC in providing any such gratuity to any such officer or employee.
- f. The rights and remedies of the sponsors provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **11. Subcontracts and Assignments**

The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, this contract or any interest herein.

In the event of any assignment, the FSMC shall remain liable to the sponsor as principal for the performance of all this obligations under the contract.

## **12. Indemnification**

If any person sustains injury or death, or loss or damage to property occurs, resulting directly or indirectly from the work of the FSMC, in their performance of this contract, or from the FSMC failure to comply with any of the provisions of this contract or of law, or for any reason whatsoever, the FSMC shall indemnify and hold the sponsor harmless from all claims and judgements for damages and from costs and expenses to which the sponsor may be subjected or which it may suffer or incur by reason thereof.

### **13. Procurement Regulations**

The sponsor must conduct all procurement transactions in a manner that provides open and free competition. Procurement procedures shall not restrict or eliminate competition. The sponsor and the FSMC must adhere to applicable procurement standards set forth in 7 CFR 225.17 and 7 CFR 200.320 including but not limited to the following requirements.

- a. Maintain a written code of standards of conduct to govern the performance of employees and agents engaged in the award and administration of contracts supported by program payments.
- b. Prohibit an employee, officer, or agent of the grantee to participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - i. The employee, officer or agent;
  - ii. Any member of his immediate family;
  - iii. His or her partner; or
  - iv. An organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- c. Ensure the following conditions are present:
  - i. A complete, adequate, and realistic specification or purchase description, as detailed in the bid packet.
  - ii. Two or more responsible bidders are willing and able to compete effectively for the business.
  - iii. The procurement lends itself to a firm-fixed price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

### **14. General Provisions**

- a. The captions and paragraph headings in this contract are only for convenience and not part of the text.
- b. Upon written notice given to the FSMC at least 45 days but no more than 90 days prior to the expiration of this contract, the sponsor may offer to extend the period of this contract, on the same terms and conditions (except as provided in sub-paragraph 13c. below), for a period of one year. Such offer shall be deemed accepted by the FSMC unless the FSMC, within 10 days after receiving the written offer, shall send the sponsor a written notice rejecting the extension. If permitted by the state agency administering SFSP, the sponsor may use this extension procedure up to four times for a total contract period, as extended, of up to five years. An Annual Extension for Contracts is available on the SFSP webpage at [www.health.mo/sfsp](http://www.health.mo/sfsp).
- c. In the event this contract is extended, the sponsor may negotiate with the FSMC to amend the price per meal in Schedule D to increase by an amount not greater than the annual percentage increase of SFSP reimbursement rates from the prior

yearly level. The parties shall complete and execute a new Schedule D reflecting any such change in price.

- d. This contract shall be construed under the laws of the State of Missouri. Any action or proceeding arising out of this contract shall be brought in the appropriate courts of the State of Missouri.
- e. This contract constitutes the entire contract between the sponsor and the FSMC and may be changed, terminated, or extended orally or by course of conduct.
- f. The terms and conditions of this contract are subject to review and approval by the state agency.

## Contract Provisions

The sponsor and the FSMC must comply with the following contract provisions:

1. 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.
2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
3. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental developmental, or research work under that “funding 21 agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

4. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42
5. U.S.C.7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. 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.”
7. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

# SFSP Food Service Management Company

## Invitation for Bid

Organizations with contracts greater than \$250,000.00

<b>SPONSOR</b>	<b>BID OPENING</b>
SFSP Contract Number:	Bid Issue Date:
Name of Organization:	Date:
Address: (include City, State, and Zip Code)	Location:
Contact Person:	Telephone number:
<b>PROPOSED CONTRACT DATES</b>	
Commencement Date:	Expiration Date:
<b>BIDDER</b>	
Name of Bidder:	Signature: (in ink)
Street Address: (include City, State, and Zip Code)	Name: (print or type)
	Title:
Telephone Number:	Date:
<b>BID SUMMARY</b>	
Total bid based on fixed unit prices and estimated number of meals to be provided per year. \$ _____	

**Completed items required for bid:**

- |   |   |
|---|---|
| <input type="checkbox"/> Invitation for Bid<br><input type="checkbox"/> Scope of Services for SFSP<br><input type="checkbox"/> Certificate of Independent Price Determination<br><input type="checkbox"/> Certification Regarding Lobbying<br><input type="checkbox"/> USDA Form AD-1048<br><input type="checkbox"/> Schedule A<br><input type="checkbox"/> Menus<br><input type="checkbox"/> Schedule D<br><input type="checkbox"/> Bid Bond | <input type="checkbox"/> 20% Performance Bond<br><input type="checkbox"/> Sanitation Inspection and/or Health Permit<br><input type="checkbox"/> Copy of FSMC's Business License (if applicable)<br><input type="checkbox"/> Food Service Management Contract Signature Page<br><input type="checkbox"/> Certification that the owner/operator(s) of the FSMC (contractor) is not on the USDA National Disqualified List (NDL). By checking this box and signing the FSMC contract, the sponsor is certifying they have verified that the FSMC owner/operator(s) is not on the NDL ( <a href="https://snp.fns.usda.gov/ndlweb/Welcome.action">https://snp.fns.usda.gov/ndlweb/Welcome.action</a> ). |
|---|---|

## Scope of Services for SFSP

- a. FSMC agrees to deliver meals (unitized, if applicable)  **Inclusive**  **Exclusive** of milk to locations set out in Schedule A, attached hereto and made a part of hereof, subject to the terms and conditions of this solicitation.
- b. All meals furnished must meet or exceed United States Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.

The FSMC shall furnish meals as ordered by the sponsor during the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. Meals shall be served \_\_\_\_\_ days per week.

- c. All meals furnished must meet or exceed Summer Food Service Program (SFSP) requirements as outlined in Schedule B, attached hereto and made part hereof.

Quality and specifications of food must be consistent with foods set forth in the menu of Schedule B, made a part hereof, subject to the terms and conditions of this solicitation, with the food specifications outlined in Schedule C, made a part hereof. The packaging and transportation requirements as outlined by sanitation. The FSMC must adhere to the cycle for the first four weeks of the meal service. Both parties must agree upon subsequent menus. Menu standards as presented in the two week menu must be maintained as to the type and quality of meal service throughout the term of this contract. Sponsors may request the nutritional content per serving or recipes used for preparation of these meals to assure those requirements of Schedule C are met.

- d. The FSMC will endeavor to accommodate special diets as required by non-handicapped SFSP participants whenever a physician's order is available to the extent practicable within the scope of the menu at no additional cost. In the case of handicapped SFSP participants as defined 7 CFR 15b, the FSMC will work with the sponsor to meet the needs of the dietary requirements. The sponsor reserves the right to comply with these dietary requirements through the purchase of foods from sources other than the FSMC.

## **Certificate of Independent Price Determination**

- a. By submission of this bid, the bidder certifies and in the case of a joint bid, each party there to certifies as to its own organizations, that in connection with this procurement:
  - 1. The prices in this bid 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 bidder or with any competitor.
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
  - 3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.
  
- b. Each person signing this bid certifies that:
  - 1. This person is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and this person has not participated, will not participate, in any contrary to a1 thru a3.
  - 2. This person is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but this person 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 a1 through a3 above, and as their agent does hereby so certify: and this person has not participated, and will not participate, in any action contrary to a1 through a3 above.

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**Signature of Food Service Management Company's Authorized Representative**

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Title

Date

In accepting this bid, the sponsor certifies that the sponsor's officers, employees, or agents have not taken any action which may have jeopardized the independence of the bid referred to above.

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**Signature of Sponsor's Authorized Representative**

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Title

Date

(Accepting a bid does not constitute acceptance of the contract)

Note: Sponsor and bidder shall execute this Certificate of Independent Price Determination.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
COMMUNITY FOOD AND NUTRITION ASSISTANCE (CFNA)  
**CERTIFICATION REGARDING LOBBYING**

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS  
EXCEEDING \$250,000.00 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 \$10,000.00 and not more than \$150,000.00 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee for any agency, a Member of Congress in connection with the 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 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 of 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 covered subawards exceeding \$250,000.00 in federal funds at all appropriate tier and that all subrecipients shall certify and disclose accordingly.

NAME OF ORGANIZATION

ADDRESS OF ORGANIZATION (INCLUDING CITY, STATE, AND ZIP CODE)

NAME OF FNS GRANT/COOPERATIVE

NAME OF SUBMITTING OFFICIAL

TITLE OF SUBMITTING OFFICIAL

SIGNATURE

DATE

# U.S. DEPARTMENT OF AGRICULTURE

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 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 Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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Organization Name

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PR/Award Number or Project Name

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

---

Signature(s)

---

Date

## Instructions for Certification

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



# **Schedule B of Food Service Management Company Bid Packet for SFSP**

To be completed by sponsor for bidder.

Provide a two week Menu Cycle for each Site

# **Schedule C of Food Service Management Company Bid Packet for SFSP**

Provide the Summer Food Service Program Food Charts available on the SFSP website at: <http://health.mo.gov/sfsp>.

## Schedule D Unit Price Table Instructions

Bidders are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the sites stated in Schedule A.

For example:

	Completed by Sponsor		Completed by Sponsor		Completed by Bidder		Completed by Sponsor
Meal Type	Estimated Number of Meals per Day	Multiplied by	Estimated Number of Serving Days per Year	Multiplied by	Unit Price per Meal	Equals	Total Price
A.	B.		C.		D.		E.
Breakfast <input type="checkbox"/> Unitized	200	<b>X</b>	240	<b>X</b>	1.90	<b>=</b>	\$91,200.00
Lunch <input checked="" type="checkbox"/> Unitized	200	<b>X</b>	240	<b>X</b>	3.60	<b>=</b>	\$172,800.00
					<b>Grand Total</b>		\$264,000.00

A blank Schedule D is included in this packet and must be completed by the bidder.

- a. The sponsor shall indicate which meal types the FSMC will be providing meals for during the contract period.
- b. If the sponsor wants unitized meals, mark the box on Schedule D.
- c. The sponsor shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- d. The food service management company shall insert the appropriate unit price for each meal type indicated by the sponsor.
- e. The sponsor shall calculate total price of each meal type by multiplying B x C x D.
- f. The sponsor shall calculate grand total for the contract.

Note: In the event of any inconsistencies or errors, the unit price on Schedule D shall take precedence.

Bidders shall submit the bids on an “all or none” basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the sponsor during the term of the contract to secure all of its needs from the successful FSMC and such contract shall bind the FSMC to perform all such work ordered by the sponsor at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the sponsor. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

## Requirements Contract

- a. This is a requirements contract for the services specified in the Schedule D and for the period set forth therein. The quantities or such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the sponsor's requirements for services set forth in Schedule D do not result in orders in the amounts or quantities described as "estimated" in Schedule D, such event shall not constitute the basis for an equitable price adjustment under this contract.
  - b. The sponsor shall not be required to purchase from the FSMC requirements in excess of the limit on total orders under this contract, if any.
  - c. The sponsor may issue orders, which provide for delivery to or performance at multiple destinations.
  - d. The sponsor shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the FSMC for services specified in Schedule D will be dependent upon the needs and requirements of the sponsor.
1. **Pricing** shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the sponsor. Bid price must include price of food, milk (if applicable), packaging, transportation, and all other related costs such as condiments, utensils, etc.
  2. **Evaluation of bidders**  
Each bidder will be evaluated on the following factors:
    - a. Financial capability to perform a contract of the scope required.
    - b. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety, and sanitation standards.
    - c. Previous experience of the bidder in performing services similar in nature and scope.
    - d. Other factors such as transportation capability, sanitation, and packaging.

**Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.**
  3. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes. Any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the sponsor.
  4. **Meal Orders**  
The sponsors will order meals on a daily or weekly basis, preceding the week of delivery. Orders will be placed for the total number of days in the succeeding week, and will include a breakdown of totals for each site and each type of meal. The sponsor reserves the right to increase or decrease the number of meals ordered on a 48 hour notice or less if mutually agreed upon between the parties of this contract.
  5. **Menu-Cycle Change Procedure**  
Delivered meals shall be delivered on a daily basis in accordance with the menu cycle, which appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Menu changes may be made only when agreed upon by both

parties. When an emergency situation exists which might prevent the FSMC from delivering a specified meal component or the entire meal, the FSMC shall notify the sponsor immediately so substitutions can be agreed upon or alternative arrangements can be made. The sponsor reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

## 6. **Noncompliance**

The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The FSMC shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications or are spoiled or unwholesome at the time of delivery. The sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The FSMC shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lower cost. The sponsor inspecting shall notify the FSMC in writing as to the number of meals rejected and the reason for rejection.

## 7. **Specification**

### a. Packaging

1. Hot Meal Unit – Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have air tight closure, be of non-toxic food grade flexible material, and be capable of withstanding temperature of 400 Fahrenheit or higher.
2. Cold Meal Unit or Unnecessary to Heat – Container and overlay to be food grade flexible or rigid plastic or paper and non-toxic.
3. Cartons – Each carton shall be labeled. Label to include:
  - Processor's name and address (plant).
  - Item identity, meal type.
  - Date of production.
  - Temperature at time of packing.
  - Quantity of individual units per carton.
4. Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert nonfood items that are necessary for the meal to be eaten.

### b. Food Preparation

Meals shall be prepared under properly controlled temperatures as determined by state and local public health department and assembled not more than 24 hours prior to delivery.

### c. Food Specifications

- Bids are to be submitted on the menu cycle included as Schedule B and shall include, at a minimum, the portions specified by the United States Department of Agriculture (USDA) for each meal, which are included in Schedule C of this IFB.
- All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
- Milk and milk products are defined as whole milk, reduced-fat milk (2%), low-fat milk (1%), fat-free (skim milk), lactose-free milk, lactose-reduced milk, and

buttermilk. All milk must be fluid and pasteurized and must meet state and local standards for appropriate type of milk. Milk served may be flavored or unflavored. All milk shall contain vitamins A and D at the levels specified by the Food and Drug Administration and at levels consistent with state and local standards for such milk. Milk delivered shall conform to these specifications.

# Schedule D of Food Service Management Company Bid Packet for SFSP

To be completed by sponsor and bidder.

Unit Price Table

Name of Bidder \_\_\_\_\_

Meal Type	Completed by Sponsor		Multiplied by	Completed by Sponsor		Multiplied by	Completed by Bidder		Completed by Sponsor
	Estimated Number of Meals per Day	B.		Estimated Number of Serving Days per Year	C.		Unit Price per Meal	D.	
<b>A.</b>									<b>E.</b>
Breakfast			<b>X</b>			<b>X</b>			<b>=</b>
<input type="checkbox"/> Unitized									
AM Snack			<b>X</b>			<b>X</b>			<b>=</b>
<input type="checkbox"/> Unitized									
Lunch			<b>X</b>			<b>X</b>			<b>=</b>
<input type="checkbox"/> Unitized									
PM Snack			<b>X</b>			<b>X</b>			<b>=</b>
<input type="checkbox"/> Unitized									
Supper			<b>X</b>			<b>X</b>			<b>=</b>
<input type="checkbox"/> Unitized									
									<b>Grand Total</b>

**Notice to Bidders:** Bidders are asked to submit prices on the meal types indicated compliance with all terms of the contract and schedules here to, including the estimates described in Schedule A. Pricing shall be on same menu cycle, provided by the sponsor, as set forth in Schedule B and meal requirements set forth in SFSP Food Charts. All bidders must submit bids on the same menu cycle provided by sponsor. Bid price must include price of food, milk (if applicable), packaging and transporting requirements, cost of holding food at proper temperature or reheating and all related costs. Bids shall be submitted on an "all or none" basis.



Missouri Department of Health and Senior Services  
 Community Food and Nutrition Assistance (CFNA)  
 Summer Food Service Program (SFSP)

## Food Service Management Contract Signature Page

FSMC	Sponsor
Food Service Management Company	Name of Sponsor
Signature of FSMC Owner	Signature of Sponsor Owner or Board President
Printed Name	Printed Name
Title	Title
Date	Date
<p>This contract is not valid until reviewed and approved by DHSS-CFNA. The Food Service Management Company is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the approved date below, DHSS-CFNA may not be obligated for payment. The Sponsor will receive notification of approval from DHSS-CFNA.</p>	
<b>DHSS-CFNA Use Only</b>	
DHSS-CFNA Signature	Approved Date

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 which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.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:

mail:  
 U.S. Department of Agriculture  
 Office of the Assistant Secretary for Civil Rights  
 1400 Independence Avenue, SW  
 Washington, D.C. 20250-9410; or  
 fax:  
 (833) 256-1665 or (202) 690-7442; or  
 email:  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.