

Montana School District

**Invitation for Bid for
Milk Products**

January 2024

SAMPLE

**Invitation for Bid (IFB)
Bid Acknowledgement Form
Milk Products**

Direct all inquiries in writing to: Montana School District
Jane Doe
Email: janedoe@schooldistrict.gov

Certification

The Respondent hereby certifies by submission and signature of this proposal that the Respondent complies fully with this Invitation for Bid (IFB). In addition, the representative below is duly authorized to sign this proposal on behalf of Respondent, company, or corporation and fully understands that by virtue of executing and returning this Bid Acknowledgement Form represents complete and unconditional acceptance of the requirements, terms, and conditions of this IFB and all appendices and any addendums released hereto.

Respondent hereby agrees to provide the services and/or items specified in the IFB at the prices quoted pursuant to the requirements of this document.

Authorized Signature	Name & Title (printed)
Respondent Name	Federal I.D.
Mailing Address	City
State and Zip	Phone Number
Fax Number	Email Address
Contact Person	Contact's Phone Number

The form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind Respondent(s).

Thank you for your interest in doing business with Montana School District.

Section 1 Introductory Information

Purpose

The Montana School District, hereafter referred to as “District”, is requesting sealed milk bids from a qualified distributor in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs. It is the intent of the District to award a contract to procure milk from qualified milk distributors. Milk distributors are invited to submit sealed bids to provide milk to the District. A milk distributor who submits a bid in response to this solicitation will be herein after referred to as “Distributor”.

Background

District Profile

District Billing Address:	District Milk Delivery Address:
District Billing Contact: Name: Phone Number: Email:	Foodservice Contact: Name: Phone Number: Email:
Estimated Carton Usage of Milk for Entire School Year:	Student Enrollment:
Average Number of Breakfasts Served:	Average Number of Lunches Served:

School Calendar: School calendar to be inserted here by District.

Holiday Schedule: Holiday schedule to be inserted here by District.

The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Montana Office of Public Instruction (OPI).

Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act (NSLA) and the Child Nutrition Act (CNA) of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

The District must comply with the requirement “passed down” to it from Congress, Office of Management and Budget (OMB), USDA and the OPI, regulatory authority found, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP); when applicable
- 7 CFR Part 215 Special Milk Program (SMP); when applicable
- 7 CFR Part 220 School Breakfast Program (SBP); when applicable
- 7 CFR Part 225 Summer Food Service Program (SFSP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced-price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program; when applicable
- 7 CFR Part 3016 and/or Part 3019; when applicable
- 7 CFR part 3052 Audit Requirements
- USDA and OPI program regulations guidance and instructions
- State law, regulations and policies that are not in conflict with federal requirements
- Local law, regulations and policies that are not in conflict with federal requirements

Section 2
Bid Information

Bid Time Schedule

The District will attempt to use the time schedule as indicated below. The below dates and times are subject to change. All changes will be posted to the District website as they become available.

Date	Solicitation Date
Date	Request for Information Cut-Off at 5:00 p.m.
Date	Bid Submission Deadline at 5:00 p.m.
Date	Public Opening of Bid
	Will take place at: "Address"
Date	Awarding of Bid

Bid Instructions

Bids will be accepted up to, and no bid will be accepted after, the bid submission deadline. Time is Mountain Standard Time as indicated on the designated clock at the District. Bids that arrive after the bid submission deadline will not be considered. It is the responsibility of the Distributor to ensure that the bid arrives at the required location by the bid submission deadline.

If the District determines there is a discrepancy in or omission from this solicitation prior to the bid submission deadline, an addendum will be issued to all Distributors that have submitted bids or that have requested a copy of the solicitation.

Deliver bids to the following location:

School Name: _____
Address: _____
City/State/Zip: _____

Contact Person: _____
Contact Person's Title: _____
Phone Number: _____
Email: _____

Hand carried and express mail bids may be delivered to the above address ONLY between the hours of 8:00 a.m. and 4:30 p.m. local time, Monday through Friday, excluding holidays observed by the District.

Sealed bids may be mailed to the address above by the bid submission deadline. It is the Distributor's responsibility to assure that its bid is received by this deadline, no exceptions. Distributors may also request a confirmation receipt. Regardless of submission method, it is the responsibility of the Distributor to confirm and ensure that the sealed bid was received by submission deadline.

The District will not be responsible for the opening of, post-opening of or failure to open a bid not properly addressed or identified.

The District will not assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.

Bid Requirements

The Distributor will need to complete, sign, and return all attachments:

Certification:

Attachment A: Distributor Milk Bid Form

Attachment B: Suspension and Debarment Certification

Attachment C: Lobbying Certification

Cost of Preparing the Bid

Distributors are responsible for the costs of preparing and submitting the bid. Materials are submitted as part of the Distributor bid will become the property of the District unless otherwise noted.

Submission of Bid Pricing

Distributors must bid a fixed price contract with economic price adjustment on fluid milk products. Bid pricing will apply to all sites regardless of delivery frequency.

Fixed Price Contract with Economic Price Adjustment

Fixed pricing on fluid milk products will be considered for time periods lasting three (3) months, six (6) months or one (1) year. Price changes to be negotiated and agreed upon thirty (30) days in advance of fluid milk price changes taking effect. After the initial term of fixed pricing if there has been a general increase of prices throughout the industry, confirmed by a certified letter from the awarded Distributor source of supply, the awarded Distributor may request a price increase; the District reserves the right to accept or deny any such request. Incidental costs to supplier not relating directly to the cost of raw milk must be excluded.

- a. Fixed price changes are allowed, only if the awarded Distributor is in complete compliance with the awarded contract. However, if at any time during the term of the awarded contract the awarded Distributor is found to be in violation of any stipulation, the price of all bid products will revert to the lowest price paid by the District during the contract time and remain there until all violations are corrected.
- b. The District has the right to terminate the contract if it believes the price increases are not justified. Thirty (30) days of notice will be provided to the awarded Distributor.

Evaluation of Bid

Bids will be evaluated based on lowest Total Unit Price.

Method of Award

Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award audit. A contract will be awarded to the most responsive and responsible bidder with the lowest total extended costs.

- A “responsive bidder” will be able to meet the requirements described in this solicitation.
- A “responsible bidder” is willing and capable of furnishing the goods or services described in this solicitation.

Contract Term

This solicitation will serve as the contract when the awarded Distributor is chosen. The contract period will be from July 1, 2024 to June 30, 2025. This awarded contract may be renewed for up to four (4) additional one-year terms by mutual agreement of the District and awarded Distributor.

Reservation of Rights

The District expressly reserves the following rights:

1. To reject all bids;
2. To reject any part of the bid not meeting the specifications set forth in the solicitation;

3. To waive any irregularities and technicalities and may, as its sole discretion, request a clarification or other information to evaluate any or all bids;
4. To re-award the solicitation to another Distributor in the event the current awarded Distributor defaults in executing the formal agreement; and
5. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

Distributor has the right to withdraw its bid if the District changes the solicitation.

Section 3 Scope of Work/Services

Delivery of Milk

Milk will be delivered to the District at the following address at or before the scheduled time listed below.

Address: _____

All deliveries must be delivered on or before 7:00 a.m. unless other arrangements are agreed to by the District.

All deliveries must be free on board (FOB) destination.

Each delivery must accompany a duplicate delivery ticket, dated and showing quantity of milk delivered.

Special Delivery Instructions

(This is where a District can put instructions such as deliveries are not allowed during recess times or large trucks may not be able to access the school from alleyway behind the school, etc.)

Estimate of Milk Needed

The total estimates listed in Section 1 of this solicitation, are within approximately 10 percent to 20 percent of actual usage in the previous school year with the exception of counts that may have been projected higher or lower due to concern about participation by students. The District will not guarantee minimum compensation to be paid to the awarded Distributor.

Payment Method

Payment will be made direct to the awarded Distributor within thirty (30) days of invoice.

Relevant Characteristics

Relevant characteristics means those particular characteristics that specifically describe the essential physical and functional features of the material or service required. They are features that are identified in the specifications as a mandatory requirement that a proposed "equal" product or material must possess for the bid to be considered responsive. The relevant characteristics include the following:

1. All milk products delivered must have been processed and packed in accordance with good commercial practice.
2. All milk products must conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future bid consideration.
3. All milk products must be produced and sold in compliance with all federal and state laws and regulations.
4. Exterior of packaging and cartons must be free of dirt, ice, water, and milk and must be in such conditions that they can be placed directly on the serving line.
5. Milk must be homogenized, pasteurized and Grade A.

6. All flavored milk must contain no more than twenty-two (22) grams of sugar with no high fructose corn syrup added and no more than 150 calories.
7. No water, preservatives or other foreign substances must be added except vitamins A and D at levels specified by U.S. Food and Drug Administration (FDA) and consistent with state and local standards.
8. And milk products unsatisfactory in the judgement of the District will be returned and must be replaced immediately by the awarded Distributor.
9. The awarded Distributor must be able to supply the schools with all types of milk products listed in Attachment A at all times.
10. The awarded Distributor will be required to pick up empty crates upon delivery at each school site.
11. Milk must be available for consumption when schools are in session. Quantities of milk left over on the last day of school before winter and spring recesses and at the closing of school at the end of the school year must be picked up by the awarded Distributor and the amount credited to the school from which milk was picked up.

Packaging

Preservation, packaging, packing, labeling and case marking must be commercial unless otherwise specified in the solicitation, contract, or purchase order.

All milk must be delivered and packaged in clean cartons and stored in clean crates free of debris at the time of delivery, stored in clean mechanically refrigerated trucks or coolers and kept at a temperature of 35 to 40 degrees Fahrenheit (not iced).

All milk must be in one-half pint (8 ounce) cartons.

Section 4 General Terms and Conditions

Free and Open Competition

This solicitation is intended to promote free 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 Distributor to notify the District, in writing, so as to be received within five (5) business days after the date the solicitation is issued by the District. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.

Buy American Provision (must be included in all formal contracts)

As a sponsor of the National School Lunch and School Breakfast Programs, the District will consider only applicable products which comply with the requirements of the "Buy American" Act.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable. Domestic commodities or products for use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Food Laws

Distributor will be expected to 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. The District may inspect the awarded Distributor's facilities and vehicles.

Food Recall

The Distributor will 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. The Distributor must have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from the District's sites in an expedient, effective and efficient manner. The Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. The Distributor will define their policy and procedure for handling food recalls on a separate document to be submitted along with the bid.

Contract Modification

The District reserves the right to modify the awarded contract by mutual agreement between the District and the awarded Distributor, 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 the District.

Mutual Agreement Termination (must have some form of a termination for cause and for convenience clause)

With mutual agreement of both parties to a 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.

Equal Employment Opportunity (must be included in all formal contracts)

In accordance with federal law and USDA policy, the Distributor and District are prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. In addition, the District affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; Department of Labor Regulation (41/CFR, Part 60), and any additions or amendments thereto.

Clean Air Act and Water Pollution Control Act (only use if contract will be in excess of \$100,000)

As specified in 7CFR, Section 3016.36 (i)(12), the Distributor and the District must comply with all applicable standards, orders, or requirements issued under 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), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the USDA and to the USEPA Assistant Administrator for Enforcement (EN-329).

Debarment and Suspension (must be included in all formal contracts)

To ensure that the District does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement. Please see “Attachment B.” By signing the certification statement, the Distributor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal Agency. It is the responsibility of each Distributor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, declared non-responsive.

Indemnity and Insurance (check with what your district for other insurance requirements)

- a. The awarded Distributor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the District, its officers, its agents, and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its offices, its agents, or its employees. The awarded Distributor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees. However, the awarded Distributor must have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the District, its officers, its agents or its employees.
- b. The awarded Distributor must, as a minimum, obtain and maintain during the entire period of performance of the awarded contract insurance provided by insurers authorized to transact business in Montana, has and maintains at a minimum the following coverage placements:
 - i. Worker’s compensation and employee liability insurance – worker’s compensation insurance limits as required by the Labor Code of the State of Montana. The policy must include a waiver of subrogation in favor of the District.
 - ii. Comprehensive general liability/professional liability insurance – For standard contracts, minimum limits of \$1,000,000 per occurrence. The policy must include a waiver of subrogation in favor of the District with an additional insured endorsement.
 - iii. Motor vehicle liability insurance – minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned or hired to be used in conjunction with the awarded contract. The policy must include a waiver of subrogation in favor of the District.
 - iv. Excess liability insurance – the District reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance must follow the same form and offer the same protections as employer’s liability, general liability, and auto liability. It must also be as broad as the underlying policies of liability. Limits of excess liability coverage will be established based on the size and scope of the contract project. Additional insured and/or waiver of subrogation endorsements will be required.
- c. The minimum insurance amounts specified in paragraph b shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then the District must not be liable for the deductible, nor must it be an allowable cost if paid by the awarded Distributor.
- d. Certificates of insurance evidencing that the requirements of paragraph b have been met must be furnished to the District upon request.

Appropriations and Approval

Any and all obligations of the District under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the District, State or Federal entity.

Attachment A: Distributor Milk Bid Form

Distributors must complete and sign the form and submit with their bid.

Item #	Unit	Description	Brand Name, Producer or Label	Quantity	Unit Cost
Milk products Skim – Fat Free and 1% = Low Fat					
	½ pt in carton	Milk, skim, white			
	½ pt in carton	Milk, 1%, white			
	½ pt in carton	Milk, skim, Flavored			
Total Unit Cost:					

Distributor’s failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company’s bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor and the District.

I understand that each delivery will be inspected by a representative of the District and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company’s responsibility to deliver the difference as soon as possible or when requested.

The undersigned hereby offers to provide milk as specified in this bid for the period of July 1, 2024 to June 30, 2025.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this IFB and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of

Name of Distributor

and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of the District must realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and the District.

I understand that the District reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Authorized Representative and Title (print): _____

Signature of Authorized Representative: _____ Date: _____

Attachment B: Suspension and Debarment Certification (must be included in all formal contracts)

United States Department of Agriculture (USDA)

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. Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instruction on next page.)

1. The prospective lower-tier participant certifies, by submission of this bid, 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 must attach an explanation to this bid.

Distributor Name

PR/Award Number or Project Name

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

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 bid 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 bid 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 on 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.
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.

Attachment C: Lobbying Certification (must be included in all formal contracts)

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 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/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, 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 Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Distributor Name: _____

Authorized Representative: _____
(Printed Name and Title) Date

Authorized Representative: _____
(Signature) 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:

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

This institution is an equal opportunity provider.

SAMPLE