

Request for Proposal

Kitchen Cooking Equipment Maintenance and Repair Service

Refrigeration Equipment Maintenance and Repair Service



Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

Telephone # 731-772-9613 ext. 2490

E-mail: denita.baxter@hcsk12.net

This institution is an equal opportunity provider.

Cover Letter

April 20, 2026

Dear Invited Bidder:

The Haywood County Schools District (HCS) Department of Nutrition is soliciting bids from qualified vendors to provide freezer, refrigeration and cooking equipment maintenance, repairs and emergency services as requested in accordance with all terms and conditions and specifications as set out in this request.

Interested parties may set up appointments to view equipment at each school location by contacting Denita Baxter at (731) 772-9613 or by email to denita.baxter@hcsk12.net.

Proposals are due May 14, 2026 by 12:00 p.m.

Please include **HCS Service Bid** as the reference.

Proposals may be hand delivered, mailed, or emailed to:

Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

ATTN: Denita Baxter

denita.baxter@hcsk12.net

Haywood County Schools

BACKGROUND.

Haywood County Schools Department of Nutrition provides approximately 40,000 breakfasts and lunches monthly throughout the district. In addition, HCS prepares another 11,000 summer feeding meals at various school locations throughout the summer. The number of meals, sites, equipment and services located at school are subject to change throughout the contract period. The Haywood County School District is made up of six school locations as follows:

Anderson Early Childhood Center (AECC)

620 West Main Street

Brownsville, TN 38012

(731) 772-9053

Cafeteria Manager: Janie Hendrix

Haywood Elementary School (HES)

313 North Grand Avenue

Brownsville, TN 38012

(731) 772-0732

Cafeteria Manager: Felicia Jarrett

East Side Elementary School (ESES)

1315 Jefferson Street East

Brownsville, TN 38012

(731) 772-1233

Cafeteria Manager: Sharon Jarrett

Sunny Hill Intermediate School (SHIS)

2401 Anderson Avenue

Brownsville, TN 38012

(731) 772-3401

Cafeteria Manager: Leare Bond

Haywood Middle School (HMS)

1201 Haralson

Brownsville, TN 38012

(731) 772-3265

Cafeteria Manager: Cynthia Turner

Haywood High School (HHS)
1175 East College Street
Brownsville, TN 38012
(731) 772-1845
Cafeteria Manager: Brenda Parker

PURPOSE:

Haywood County School District, hereafter referred to as "HCS", intends to award a contract to commercial kitchen equipment repair company, hereafter referred to as "Contractor". This contract shall be for one year, beginning July 1, 2026. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. The total term of this contract shall not exceed beyond June 30, 2030.

All labor rates will remain firm the first year of the contract. Contractor may increase rates for future renewal periods provided that the notice of price increases is received in writing by HCS at least sixty (60) days prior to expiration of each contract period. If the letter is not received sixty (60) days prior to expiration, the rates for the renewal period shall be the same as the rates for the previous contract period. Notice of rate increases must be sent to the HCS Department of Nutrition located at 900 East Main Street, Brownsville, Tennessee 38012 or emailed to denita.baxter@hcsk12.net.

For each renewal period the rate increases and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

CRITERIA FOR AWARD:

The award shall be made to the responsible vendor(s) whose proposal is most advantageous to the school district, taking into consideration the evaluation factors set forth in this request.

Award Criteria

- Cost – 50%
- Warranty of Work and Parts- 20%
- Vendor's Experience/ References- 15%
- Capacity to Respond in a timely manner-10%
- Proof of Insurance- 5%

SCOPE OF WORK

Contractor is required to provide all tools, equipment, labor, materials, and parts required to repair and/ or service commercial grade kitchen equipment and refrigeration equipment.

Work shall be performed Monday- Friday, 6:30AM to 3:30PM (regular hours). If additional time is required, it must be approved by the Director of Nutrition.

No work shall be performed without a purchase order from the HCS Department of Nutrition.

The goal of this contract is to ensure all covered equipment operates safely, efficiently, and in compliance with applicable health, safety, and building codes. Services shall be performed in a timely manner with minimal disruption to school operations.

Parts and Materials

All parts and materials supplied by the successful bidder under the contract resulting from this contract shall be new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM. All parts ordered during the performance of the contract shall remain in the possession of the HCS. In the event that a refurbished part is the only part available, it must come from a reputable company.

Technicians

The Contractor shall, in the performance of his work, follow all standard safety practices of the trades. He/she shall at all times comply with the requirements of the Occupational Safety and Health Act of 1970. Services delivered under this contract must be performed by a certified electrical and mechanical appliance technician. In addition, all technicians must pass a background check. A background check must be submitted for each employee.

- Technician to be licensed, certified and fully trained in repair of equipment.
- Technicians shall report any property loss or damage to their supervisor immediately. The supervisor shall report damage, within 24 hours, to the designated HCS employee in writing specifying the location and extent of the damage. Failure to report such damage as required may be construed as a default of the contract.
- Technicians shall wear a badge, distinct uniform, T-shirt, or sweatshirt with company logo while on District premises.
- Technicians shall not disturb any papers, boxes, or other materials.
- Technicians must be of good integrity and character.
- Technicians must be free from all communicable diseases, and possess good hygiene.

All services shall be performed in a fully professional manner.

Response Time

All repair calls shall be responded to the day of the call if possible. In any situation where loss of food due to spoilage becomes imminent the schools may declare an "emergency" and request immediate service (inside two (2) hours). The successful vendor(s) is expected to give this situation top priority in order to prevent any loss.

Travel Time

Billing shall commence when the service contractor arrives and begins work. Travel costs will not be covered by HCS.

Time on Task

Billing for labor shall be for actual time on task. Less than one - hour billing shall be in ¼ - hour increments. All repairs initiated during normal business hours shall be billed at standard contract labor rates.

Trouble Shooting

Time spent evaluating a repair is a billable charge. The maximum charge for evaluation time should not exceed one (1) hour unless pre-approved by the Director of Nutrition or the Nutrition Finance Manager. A replaced part that does not fix the problem and the labor expended to complete that replacement may not be billed. The technician must make a note on the service ticket if they are onsite for a repeat visit to reevaluate a repair that was not successful at the previous visit. The invoice should also note if this is a repeat visit.

Cooking Equipment Services

Services may include, but are not limited to:

- Preventative maintenance, troubleshooting, repair of commercial grade kitchen equipment such as ovens, steamers, tilt-skillets, warmers, and serving line equipment.
- Replacement of worn or defective components with manufacturer-approved parts.
- Cleaning and calibration of equipment to manufacturer specifications.
- Safety checks to ensure compliance with health and safety regulations.
- Recommendation of replacement of entire equipment units when repairs are not cost-effective.
-

Refrigeration Equipment Services

Services may include, but are not limited to:

- Preventative maintenance and repair of walk-in coolers, freezers, reach-in refrigerators, and other refrigerated storage units.
- Temperature calibration and performance testing.
- Replacement of compressors, evaporators, condensers, and other major components.
- Refrigerant leak detection, repair, and charging in compliance with EPA regulations.

Work Site Maintenance

Upon completion of work, Contractor shall remove from the site all tools, equipment, surplus and discarded materials, including debris, dirt, existing materials and rubbish accumulated as a result of the repair service. Waste material shall be disposed of in accordance with local and State regulations. The Contractor shall leave the site in a neat and presentable condition. District staff may inspect work area to ensure area is returned to a presentable manner.

Reporting

Contractor shall furnish a report or service ticket to the HCS representative upon completion of each service call. The report shall include, at a minimum, the following:

- Date and time notified
- Date and time of commencement of work
- Type and model number(s) of equipment
- Time expended for repair
- Description of repair necessity
- Lists of parts replaced

Contractor shall maintain a complete record of all service performed on each piece of equipment, including all parts replaced. This service record shall be kept at the installation site and shall be furnished for review if requested by HCS. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of dated service and all parts used recorded.

Warranty

All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard

manufacturer's warranty for the part enforced. During the warranty period, there shall be no additional charges to the District for labor or parts on the specific equipment repaired. All parts furnished shall be newly manufactured unless approved by HCS.

Repair and/or warranty responsibilities shall not include:

- Work external to the equipment
- Changes or alterations to the physical environment of the District's site
- Moving or reinstallation of equipment except when required by the contract provisions or as integral part of the repair

Parts

Parts shall be reimbursed by HCS at the Contractor's actual purchase cost. Contractor must submit a copy of the original supplier's invoice with their invoice to HCS. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, travel, etc. **must** be factored into the Contractor's quoted labor rate. No additional charges will be paid by HCS.

If the supplier of the part/item is NOT the manufacturer, then supplier can NOT mark-up part/item cost by a greater percentage than that bid by the contracted vendor.

Haywood County School District reserves the right, solely and in its best interests, NOT to purchase the part/item in question if HCS finds the pricing cost prohibitive.

HCS reserves the right, solely and in its best interests, to purchase the part/item in the open, competitive market.

Inspection

At the completion of work, HCS staff will accompany the contractor to inspect the work. All defects found in the work shall be corrected before payment will be authorized.

Qualifications and Experience

Contractor shall have at least five (5) years of experience in repairing commercial appliances in a commercial organization. The Contractor must provide at least three (3) references with names and telephone numbers of persons in charge, who will be able to verify the vendor's experience in this field. References from other school systems are preferred but not mandatory.

Haywood County Schools

General Terms and Conditions

1. No awards of any kind will be made at the bid opening. A copy of the bid tabulations and/or the awards will be available upon request after the bid has been awarded.
2. The bidder, by submitting a bid, certifies that to the best of their knowledge, neither they nor any of their suppliers discriminate against any employee or applicant for employment because of any protected class as defined by federal Equal Employment Opportunity regulations.
3. Vendor must provide proof that vendor is insured and bonded.
4. Vendor must provide three (3) references with contact persons and numbers for similar jobs they have done.

Bidders shall note that prices previously submitted via any informal quotation (verbal or in writing) are hereby superseded and will not be considered for award. If you have previously submitted an informal quotation, you must participate in this bid to be considered for an award.

5. Late bids shall not be accepted.
6. Haywood County Schools has the right to award the entire bid to one vendor or to separate the bid by type of equipment. Haywood County Schools reserves the right to reject any or all bids to best meet the needs of the school district.
7. Evaluation Process: All bids will be reviewed and evaluated based on cost, quality, company stability, insurance, references, service and warranty.
8. It shall be the sole responsibility of the bidder to make certain that all proposals are in the proper form and submitted by 12:00 p.m., May 26, 2026 to the Haywood County Department of Education, at the attention of Denita Baxter, Director of Nutrition, 900 East Main Street, Brownsville, Tennessee 38012 or emailed to denita.baxter@hcsk12.net. All bids should reference "HCS Service Bid" on envelope or in subject line.
9. Proposals will be opened on May 26th. Consideration will be given to all proposals that are properly submitted. Proposals will be examined for compliance with the specifications and conditions outlined in this document. Each proposal will be scored based on the stated guidelines.
10. The awarded vendor will be contacted via email no later than June 05, 2026. All other bidders will be notified in writing of the bid award within ten days of the bid opening.
11. **BID DISPUTE**
If a prospective vendor does not agree with the bid award, the vendor has the right to protest. Disputes arising from the award of this bid must be submitted in writing to Deborah Byrum, Finance Manager for Haywood County Schools' Department of Nutrition no later than ten calendar days following the bid award. Deborah Byrum will disclose the dispute to the Tennessee State Department of Education's School Nutrition Office and to Mrs. Amie Marsh, superintendent of Haywood County Schools. The steps for dispute resolution are as follows:

- a. A meeting with the director of school nutrition for Haywood County Schools, another representative from Haywood County Schools, the hearing official and representatives from the disputing party will be held to discuss and resolve the complaint will be scheduled within fifteen days of the protest.
- b. All purchases from awarded vendor will be put on hold until the resolution of the dispute.
- c. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted to the protestor and all parties involved. The decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he/she has a right to an additional review. An additional request must be written and addressed to the district school board no later than ten days from proof of delivery.

12. TERMINATION OF CONTRACT

a. For Cause

If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the Haywood County School District shall have the right to terminate the contract and withhold payment in excess of fair compensation for completed services. Vendors with poor performance will be notified at the time of such performance and be given the opportunity to correct the problems. Documentation will be kept on file. Any vendor with poor performance will be removed from the potential vendor list for one year.

In the event the contract is terminated for due cause by Haywood County Schools, Haywood County Schools shall have the option of awarding the contract to the vendor with the second highest score or bidding again.

b. For Convenience

Haywood County Schools may, by written notice to the vendor, terminate the contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Haywood County Schools. Haywood County Schools must give notice of termination to the vendor at least five days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Haywood County Schools be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

13. RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three years after final payment and all pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, the Government Accountability Office, The United States Department of Education's Office of Inspector General, and/or Comptroller General may have access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

14. METHOD OF PAYMENT AND PRICING INFORMATION

- a. Prices- All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.
- b. The successful bidder warrants that the bid prices, terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- c. Prices will not include Federal Excise Tax or State Sales Tax.
- d. Haywood County Schools will make payment within thirty days of receipt of the invoice for properly received services after inspection and acceptance of the job by the school representative.
- e. Invoicing
 - i. Invoices, at minimum, shall consist of the following information:
 1. School name and location
 2. Service date
 3. Purchase order number
 4. Equipment type/name
 5. Scope of work
 6. Total cost
 - ii. Monthly statements will be broken down by school invoice and mailed to:

Haywood County Schools Board of Education

900 East Main Street

Brownsville, Tennessee 38012

15. REGULATION COMPLIANCE

- Executive Order 11246, "Equal Employment Opportunity". All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented in Department of Labor regulations (41 CFR, Part 60).
- Executive Order 11738, "Clean Air and Clean Water Acts". All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection agency regulations.
- (PL 94-163, 89 Statute 871) (PL94-165). Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act.
- Small and Minority Owned Business: To encourage business activity and ensure maximum full and open competition, efforts are taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
- CFR Part 3018, Restrictions on Lobbying. A Certificate of Lobbying form must be signed for all contracts over \$100,000.
- 7 CFR Part 3017, Suspension and Debarment. All contracts in excess of \$25,000.00 will require a completed Certificate for Debarment and Suspension.
- 7 CFR 3016.60, Drafting of Bid Specifications: Any person that develops or drafts specifications, requirements, statements of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under school nutrition programs must be excluded from competing for such procurements.
- 7 CFR 3016.4(b), 3016.36(c) (2), Local Geographical Preferences: Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

16. CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration for contracts supported by Haywood County Schools or by the School Food and Nutrition Program Funds.

1. No employee, officer or agent of Haywood County School Food authorities shall participate in the selection or in the award or

administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, officer or agent
 - Any member of the immediate family
 - His or her partner
 - An organization which employs or is about to employ one of the above.
2. The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.
 3. Penalties for violation of the code of conduct of said named school nutrition program shall be:
 - Reprimand by Board of Education;
 - Dismissal by Board of Education;
 - Any legal action deemed necessary.

If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a request for clarification via e-mail to denita.baxter@hcsk12.net.

Vendor Contact Information

Vendor Company Name		
Street Address		
City, State, Zip		
Contact Person		
Federal E.I. Number		
Telephone #		
Email Address		
Website URL		

Bid Requirements

- Must submit a complete response to this RFP.
 - Bid must be signed by an official authorized to bind the firm to its provisions.
 - Bid must include a statement as to the period during which the proposal remains valid.
 - Bid must include all warranty information.
 - Bid must include Contact Persons.
 - Bid must include completed W-9 form.
 - Bid must include insurance certificates.
 - Bid must include at least three references with contact names and phone numbers.
References must be users of the same services proposed within the past three years.
References from educational institutions are preferred.
 - Bid must include completed Certification regarding Debarment, etc.
-

Bid Pricing:

Refrigeration Equipment:

1. Alternative A: Hourly charge for preventive maintenance:

2026-27 Cost per hour: \$ _____

2. Alternative B: Per Location Cost for annual preventative maintenance:

2026-27 Cost per location: \$ _____

3. Hourly Charge for repair calls:

2026-27 Cost per hour: \$ _____

4. Other Fees:

Parts: Cost plus _____%

5. Response Time:

6. List any other costs, fees, or information in the blanks below:

Bidder may use their own format to submit bid pricing if desired.

Authorized Signature of Bidder: (This form must be signed by an individual with actual authority to bind the company.)

Kitchen and Cooking Equipment:

1. Alternative A: Hourly charge for preventive maintenance:

2026-27 Cost per hour: \$ _____

2. Alternative B: Per Location Cost for annual preventative maintenance:

2026-27 Cost per location: \$ _____

3. Hourly Charge for repair calls:

2026-27 Cost per hour: \$ _____

4. Other Fees:

Parts: Cost plus _____%

5. Response Time:

6. List any other costs, fees, or information in the blanks below:

Bidder may use their own format to submit bid pricing if desired.

Authorized Signature of Bidder: (This form must be signed by an individual with actual authority to bind the company.)

References

Please provide at least three references which HCS may contact to verify your ability to serve our Food Service Program.

1. Reference: _____

Contact Name: _____

Phone Number: _____

2. Reference: _____

Contact Name: _____

Phone Number: _____

3. Reference: _____

Contact Name: _____

Phone Number: _____

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

He/she has thoroughly reviewed the IFB and that this response is submitted in accordance with the IFB requirements.

Company Name: _____

Federal ID #1: _____

Street Address: _____

Signature: _____

Printed Name: _____

Title: _____

Witness's Signature: _____

Printed Name: _____

Title: _____

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

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 offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

Civil Rights Statement

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.