



RUSSELL COUNTY CHILD NUTRITION PROGRAM

91 POORHOUSE ROAD

SEALE, ALABAMA 36875

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Vantreise Davis, CNP Director
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October 15, 2018

To Whom It May Concern:

RE: Invitation to Bid: Bid No. 19-001 Cafeteria Hot and Cold Equipment Preventive Maintenance and Repair Services for campuses of Russell County School System

In compliance with the Alabama Bid Law, Act 2009-760, Alabama Legislature Session 2009, the Russell County School System will be receiving sealed proposals for the above referenced service according to the attached bid form. Sealed bids must be received at the Board Office by 2:00 P.M., E.S.T. on Tuesday, October 30, 2018. The bid opening will take place at this time. Bids should be placed in a sealed envelope with "Bid No. 19-001, Cafeteria Equipment Preventive Maintenance and Repair, October 30th, 2:00 P.M., E.S.T." clearly marked on outside of the envelope. The official bid specifications and bid forms are enclosed. Tabulated bids will be presented to the Board of Education for disposition at the regular meeting on Tuesday, November 13, 2018 at 7:00 P.M., E.S.T.. This bid addresses quarterly inspections for refrigeration equipment, annual inspections for cooking/heating equipment and basic hourly rates and a percentage markup for any type of repairs. It is expected that the awarded vendor will submit proposals to the board as critical repair jobs are identified reflecting estimated cost to complete job following the bided rates.

The sites involved include:

Please see attached listing of service sites.

The Russell County School System reserves the right to reject any and all bids. All bids are subject to board approval. Your contact for bid-related questions is Cody Patterson, CSFO. Mr. Patterson can be reached at 334-468-5544 or via email at pattersonc@russellcsd.net.

Thank you for your interest in providing these services.

Sincerely,

Cody Patterson, CSFO
Chief School Financial Officer

Attachments

This Institution is an Equal Opportunity Provider

The submission of the bid by the vendor, acceptance and award of the bid by the Russell County School System, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.

The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Russell County School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.

NOTICE TO ALL BIDDERS: Compliance with the Alabama Illegal Immigration Act. Vendor must be in compliance with E-Verify requirements of the Alabama Illegal Immigration Act 2011-535 and as amended in Act 2012-491 (see attached). Documents must be signed and returned with bid package. Failure to do so will result in a rejection of the submitted proposal.

Bidder has become fully familiar with the general terms, conditions, and specifications of this bid request and agrees to abide by all conditions stated herein:

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

(List Toll Free Number if Applicable)

Telephone number: _____ Fax _____

Authorized Signature

Authorized Name (Typed or Printed)

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

TERMS AND CONDITIONS RUSSELL COUNTY SCHOOL SYSTEM

1. ADDITIONAL ORDERS: Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

2. ADDENDA: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from school districts.

3. APPLICABLE LAW: This contract shall be construed and interpreted according to Alabama Law.

4. ASSURANCE OF NON-CONVICTION OF BRIBERY: The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal law.

5. AWARD CONSIDERATION: The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

6. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to Russell County Schools. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the school district deems the failure to be nonsubstantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

7. BRAND NAMES: The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the School District or their designated representatives. The burden of proof that alternate brands are in fact equal or better fall on the bidder, and proof must be to the Board's satisfaction.

8. DELIVERY OF BIDS: Bids must be received in the School Districts Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the School Districts. Bids submitted by U.S Mail must be addressed to the Russell County Schools. The School District accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for

whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to Russell County Schools, by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

9. ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

10. HAZARDOUS AND TOXIC SUBSTANCES: Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

11. INVOICING, DELIVERY, PACKAGING: Invoices shall be prepared only after ordered services have been provided and materials or equipment have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Russell County Schools. All packages delivered must show the purchase order number. The successful bidder will be required to finish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.: School Site, Russell County, Al. The title and risk of the loss of goods will not pass to the Board, Departments, Schools, until receipt and acceptance takes place at the F.O.B. point.

12. INSPECTION OF PREMISES: At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract.

13. INSURANCE: If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

14. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

15. NON-DISCRIMINATION: The board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

16. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract. The Board reserves the right to request a demonstration of any and all items bid before making the award.

17. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

18. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the School District no later than five (5) calendar days after awarding the bid. The School District will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The School District is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence. If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Superintendent of Schools within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

19. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit process quoted and extensions, the unit price will prevail.

20. QUESTIONS/ CONTACT: All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Russell County School Board, Superintendent, or Staff regarding this bid prior to posting of the final tabulation in the District Office after such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

21. REJECTION OF BIDS: Russell County School District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the School District, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

22. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

23. TABULATION: Bid results are posted in the School Districts Office, and will remain for thirty days after the posting date. The awarding bidders will be sent a written notification via mail.

24. TAXES: Prices quoted shall be delivered process, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Board will assume no transportation or handling charges other than specified in this bid. The Russell County School System is tax exempt by law- Code of Alabama- Title 40, Sec. 23, Sub. Sec. 4, Par. 11.

25. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Russell County Schools. Insufficient funds shall be the grounds for immediate termination of this solicitation.

26. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the District shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the School District. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

27. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

28. WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

29. VENDOR LIST: A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

INSTRUCTIONS TO BIDDERS

Bid proposals to be entitled for consideration must be made in accordance with the following instructions:

1. The original signature shall be in longhand and shall be the legal name of the bidder, or the authorized to sign. The completed form should be without interlineation, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.
2. No oral, telegraphic or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to fully inform himself as to all conditions and limitations.
3. All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.
4. All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted.
5. Items furnished, as a result of this bid shall be delivered prices to purchaser, and must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense.
6. Items not delivered in accordance with the specifications general and/or special conditions of this bid concerning quantity and quality, etc., may be purchased on the open market and any increase of cost over the bid price shall be charged to the vendor.
7. All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged in shipment.
8. All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.
9. Reference to brand name, manufacturer's suppliers, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. It is the owner's intent not to accept a lesser quality than is set forth in these specifications. Manufacturer's specifications shall prevail as if written in full detail.
10. All bidders are to submit bids on proposal forms furnished by Russell County Board of Education, which are enclosed. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.
11. Each bidder must submit with his proposal a **CERTIFIED CHECK** or **ORIGINAL BID BOND** equal to 5% of the total bid if the contract amount exceeds ten thousand dollars (\$10,000.00), but in no event more than one thousand dollars (\$1,000.00) must accompany the bidders proposal. The successful bidders' certified check or bid bond will be returned upon execution of the contract. All other checks and bid bonds will be returned to unsuccessful bidders.
12. Quantities given herein are believed to be correct, but the right to alter or vary these quantities or the right to purchase additional materials above the stated herein at the bid price is reserved.

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed the Board of Education's "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bids shall be returned on the form provided by the Russell County Board of Education.
- C. All bid forms shall be signed and dated by the vendor not signed and dated, it will be considered as non-responsive to the bid request.
- D. The Russell County Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- E. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check will be forfeited to the Russell County Board of Education. Refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- F. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indication the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- G. Vendors shall bid on all items within the specified group/category. It is the intent of the Board to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Board.
- H. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- I. The Russell County Board of Education is tax exempt from all tax (Tax I.D.-63-6001054). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- J. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.

II. METHOD OF AWARD

- A. The Board reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.
- C. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing

all product requirements, requested on the bid, to the individual schools and other various locations within the two school districts.

- D. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
- E. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.
- E. The Board of Education reserves the right to accept or reject any or all bids.
- F. The award will be made in accordance with Code of Alabama 1975 Section 16-13 B-1-B11.
- G. The decision of the Board of Education will be final.

GENERAL SPECIFICATIONS

1. The purpose of this Invitation for Bid is to solicit bids from qualified vendors who are licensed refrigeration and cooking equipment contractors to establish preventive maintenance services and as needed repairs for the cafeteria equipment of Russell County Schools in Russell County, Alabama, as specified herein.
2. CONTRACT PERIOD:
Contract period shall be effective immediately upon Board approval **through July 31, 2019**. This contract may be extended at the same proposed rates for an additional two one-year periods running from August 1st, through July 31st.
3. REQUIREMENTS:
 - A. The Contractor must have a full time service department with dedicated management and service personnel.
 - B. The Contractor shall furnish Preventive Maintenance Service for refrigeration (coolers, freezers, ice machines, etc.) and all hot serving lines, hot standup units and all kitchen cooking equipment and hoods and as-needed repairs to such equipment (including all necessary parts, labor, supervision, materials, and equipment). Preventive maintenance shall include all adjustments and servicing required in maintaining systems and equipment in good operating condition, in accordance with the manufacturer's specifications and as identified in "General Equipment Preventive Maintenance Guidelines". The Contractor shall deliver to the Board all copies of warranty certificates, maintenance manuals, and other pertinent data as it relates to replaced parts and equipment.
 - C. All labor and material shall be under warranty for one year unless manufacturer states otherwise for the material.
 - D. The Bidder shall be actively engaged in work of the nature of the project for which bid is submitted as described in the bid specifications and shall have adequate equipment and personnel to do the work. Each Bidder shall submit with their proposal, a list of no less than five (5) similar type projects, from five different clients, completed within the last three years, related to the type of work specified in the particular bid specification.
 - E. Material is to be based on approved manufacturer's process. Owner is tax exempt on materials as per **Article 24 in the General Terms and Conditions**. Bidders shall indicate on the proposal form the percentage mark-up which will be applied to the bidder's cost on all material purchased under this contract. The Contractor's invoice must include copies of actual material invoices from their suppliers to show proof of actual material costs. Also, the contractor shall itemize all materials on the invoice, then apply the percentage mark-up that is submitted in the bid proposal.

- F. Upon request by the Board's representative, actual material cost shall be substantiated by the material distributor. It is the expectation of the Board that the successful bidder will use good purchasing practices in procuring the materials needed for Board projects.
 - G. Provide adequate staff with necessary licenses and certifications to perform refrigeration preventive maintenance and repair work.
 - H. The successful bidder (s) cannot sub out any work assigned to them without prior written approval of the School District.
 - I. The School Board reserves the right to purchase all materials from other sources when it is in the best interest of the district.
 - J. The School Board reserves the right to make emergency purchases from other sources, should the contractor be unable to furnish the required services within the required time frames.
 - K. **Successful bidder must be licensed by the state and local authorities within five (5) days of bid award to perform refrigeration equipment repair work in Russell County, AL.**
 - L. **Each bidder must submit with their proposal a bid bond or cashier's check in the amount of \$1,000.00 or same will not be considered.**
4. NOTE:
The School Board reserves the right to bid other projects pertaining to refrigeration and cooking equipment.
5. CANCELLATION:
This contract may be terminated by either party for just cause, including breach, by providing thirty (30) day written notice of termination.
6. METHOD OF PAYMENT/INVOICE:
Contractor shall submit itemized invoices to the Board address on Company letterhead that includes the Bid Number. Invoices will be processed after review and approval by appropriate Board staff.
7. INSURANCE:
The contractor shall provide, at the company's own expense, insurance as described below.
Successful bidder shall provide a copy of Certificate of Insurance naming the School Board as an additional insured prior to starting work. Minimums included shall be:
- A. Worker's Compensation-per Alabama status.
 - B. Comprehensive General Liability.
 - C. Bodily Injury (including death) \$1,000,000 per person, \$1,000,000 per occurrence.
 - D. Property Damage \$1,000,000 each occurrence, \$1,000,000 per occurrence.
 - E. Automobile liability insurance, in such form and amounts as required by State Law.
8. INDEMNIFICATION:
The vendor, to the fullest extent permitted by law, shall indemnify and hold harmless the Russell County Board of Education, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the vendor, or any of their sub- contractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

11. SCHOOL SAFETY AND SECURITY:

It shall be the responsibility of the Contractor to ascertain the Office, under whose direction the service shall be performed. The rules and regulations pertaining to safe driving on school grounds, particularly when students and children are present must be adhered to. The Contractor's drivers shall exercise extreme caution at all times. Drivers entering school premises when school is not in session shall lock any gate or door to which they have access both when entertaining and/or leaving the grounds.

Policy for Vehicles on School Grounds during the School Day:

- A. Avoid driving in the school playground area at any time if it is practical to park on the street or in another area to make deliveries.
- B. Do not drive in playground areas in which children are playing.
- C. Do not, under any circumstances, back trucks during the school day across any school property where children might be present unless assisted by adult flagman.
- D. Be especially cautious at all times when driving anywhere near school buildings where youngsters may suddenly and unexpectedly run out.
- E. The Administrator of this contract may require the Contractor to immediately remove from any District site any employee whom the Administrator or on-site school personnel deem to be incompetent, careless, or otherwise objectionable.
- F. The Contractor, including without limitation its laborers and employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.
- G. The Contractor shall not allow any laborer or employee to wear objectionable clothing or caps with other than company logo, objectionable clothing will be determined by the District's on-site personnel, or use profanity in any manner while on District property.
- H. The Contractor shall ensure that its laborers and employees fully comply will all District policies and regulations.

EXAMPLES INCLUDE:

Each person representing a group of workers must report in at the school's main office upon arrival at the work site.

Each person shall maintain professional workmanlike attire. No person shall use tobacco, or possess alcohol or any illegal or dangerous substance, firearms or deadly weapons on District property. No person shall possess any weapon of any kind as defined in District policy, including without limitation a pocket knife, which is not directly used as a tool for work in progress.

- I. Removal of a specific person from District property as a result of any condition mentioned above will not relieve the Contractor from obligations for timely performance of the work and will not be considered grounds for a request for additional funds.
- J. Personnel of the contractor shall observe all regulations of the district. Failure to do so may be grounds for fair dismissal.

12. SCOPE OF SERVICES:

- A. This invitation to bid shall include Preventive Maintenance, Scheduled Maintenance and Critical Response.
- B. Contractor shall be prepared to begin preventive maintenance service on refrigeration equipment at initiation of bid award. The contractor shall provide a schedule for servicing each campus site. Contractor shall use the service checklist described in **GENERAL EQUIPMENT PREVENTIVE MAINTENANCE GUIDELINES** as the starting point for preventive maintenance. Seasonal changeover service shall be performed when appropriate and/or as requested by the owner.
- C. Upon completion of the initial service of the refrigeration equipment, and future service calls, Contractor shall submit to the Board a written report, similar to or using the attached Preventative Maintenance Work Order Report. Unless requested to do so, the preventive maintenance of the cooking equipment may be delayed until Christmas holidays or next summer. This report, or any report submitted to the

Board, shall identify the service location, description name, the date service was performed and the following additional information on each piece of refrigeration equipment:

- 1) Proper description of equipment including manufacturer, model number and serial number.
- 2) Specific service performed.
- 3) A list of serviced items related to servicing the equipment.
- 4) If necessary, specific recommendations for any major repair or modification needed to keep the equipment functioning properly.

D. WORK HOURS

- 1) Normal working hours for lunchroom staff shall be from 7:00 a.m. – 3:00 p.m.(EST), Monday through Friday. All preventive maintenance service and non-emergency repairs shall be performed during normal working hours unless otherwise directed by the Board.
- 2) For security of the sites, service employees shall check in and out with the Board's designated representative during normal work hours and for access to the service locations. Work to be performed during non-working hours shall be coordinated with the Board's designated representative, as required.

E. CONTRACTOR'S PERSONNEL

- 1) All services shall be performed by service technicians who are qualified through factory or other training to work on the specific makes and types of equipment to be repaired/serviced and are directly employed and supervised by the Contractor. Evidence of stated qualifications shall be made available to the Board upon request. The Board reserves the right to reject Contractor's service personnel who, in the Board's judgment, are not adequately qualified to perform the work. Service employees shall be appropriately licensed by the state and local jurisdictions to perform refrigeration equipment service and repair.
- 2) The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work.

General Equipment Preventive Maintenance Guidelines

The **Contractor** will provide the following maintenance services. General preventive maintenance service for all refrigeration and freezer equipment shall be scheduled quarterly: Fall – October; Winter – January; Spring – April; Summer – July. Preventive Maintenance for all hot serving lines, hot standup units and all kitchen cooking equipment and hoods will include one summer-time maintenance service of all such equipment.

Any needed repairs or potential problems discovered during routine maintenance will be reported to school system officials using the Preventive Maintenance Work Order Report.

Refrigeration/Freezer Equipment:

The Preventative Maintenance Program shall include the maintenance of the Board's refrigeration equipment to ensure dependability. There shall be Four (4) inspections each year. The contractor shall coordinate with the Board's designated contacts to arrange for the exact date of refrigeration equipment service and inspections prior to scheduled events. The four inspections shall include the following:

Refrigeration Equipment (to include walk in refrigerators/freezers, reach in refrigerators/freezers, milk coolers and cold serving lines.

1. Check with operation on area personnel for any deficiencies.
2. Check unit for proper operations, interlocks and excessive noise or vibration. Note any deficiencies.
3. Visually inspect evaporator and condenser coils for damage, obstructions and cleanliness. Clean with a brush or vacuum.
4. Clean drains.
5. Pressure wash coils and fans with biodegradable coil cleaning solution.
6. Check condition of and lubricate motors and/or shaft bearings.

7. Inspect electrical wiring, components and connections for signs of wear and overheating. Tighten connections.
8. Check operation of receiver heater and controls if applicable.
9. Check operation of refrigerant cycle pump down cycle, controls, refrigerant charge and oil level. Note any deficiencies.
10. Remove any loose debris or old parts around equipment. Notify Food Service Department if excessive.
11. Visually inspect condition of refrigerant piping, insulation and supports. Note any deficiencies.
12. Check all operating controls, limits, safeties, interlocks, gauges and thermostats. Note any deficiencies.
13. Inspect all door hinges, gaskets and handles. Lubricate as required. Note needed hardware or gaskets.
14. Call or email central office contact about immediate repairs needed.

Ice Making Equipment

1. Change filters as required.
2. Check with area personnel for any operating concerns.
3. Remove access panel.
4. Check unit for proper operation and excessive noise or vibration.
5. Lubricate all moving parts, pivot points and fan motor.
6. Visually check for refrigerant, oil or water leaks.
7. Check water filter operation. Note deficiencies.
8. Check and clear ice machine draining system.
9. Clean condenser coil (air cooled equipment only.)
10. Check and tighten any loose screw type electrical connections.
11. Inspect door hinges, gaskets and handles. Lubricate as required.
12. Reinstall access panel.
13. Call or email central office contact about immediate repairs required.

Note: If manufacturer's recommended service activities and frequency are different from those given above, **the manufacturer's recommendations will control.**

Hot Serving Lines, Hot stand-up units and warmers, all kitchen cooking equipment and hoods:

The Preventive Maintenance will include one summer-time complete maintenance check on all hot cafeteria equipment:

1. Lubricate all motors and bearings.
2. Check permanent filters.
3. Check any drain pans and lines.
4. Check thermostat and electrical controls, if required.
5. Check and tighten electrical controls.
6. Replace any worn and frayed connections and wires.
7. Check gas burner and adjust if required.
8. Inspect all door hinges, gaskets and handles. Lubricate as required. Note needed hardware or gaskets.

**RUSSELL COUNTY SCHOOL SYSTEM
CAFETERIA PREVENTATIVE MAINTENANCE SERVICES**

PREVENTIVE MAINTENANCE WORK ORDER REPORT

School: _____ **Date:** _____

This form is to be completed for each piece of refrigeration equipment for each quarterly service inspection, or each cooking/heating equipment for each annual inspection, and submitted to the Russell County School System with invoice.

Equipment Serviced:

Manufacturer Number: _____

Model Number: _____

Serial Number: _____

Component:

Date of Equipment Failure (if applicable): _____

Location Description: _____

Service Performed (be specific) and Recommendation for Further Repairs/Service (if applicable):

Contractor Representative Signature: _____

Printed Name: _____

CAFETERIA EQUIPMENT REPAIR OVER AND BEYOND REGULAR PREVENTIVE MAINTENANCE SERVICES

Scheduled/Unscheduled Non-Critical Repairs

Scheduled/Unscheduled Non-Critical repairs shall include work that is beyond the scope of the Inspection/Preventative Maintenance Program as identified in above section. Repairs required will be detailed in writing by the Contractor and shall be approved by the designated Board representative prior to any work being performed and billed by the hourly rate and materials. Work shall be performed within ten (10) days of approval.

Critical Response Repairs

The contractor will provide “on-call” critical response service, 24 hours per day, 365 days per year basis. Such critical response service is acknowledged as being “time is of the essence”, and **the Contractor shall provide such service with a 4-hour or less on site response time.**

Method of Payment

The Preventive Maintenance will be compensated per the annual bid price for each site. The contractor may invoice the Board monthly or quarterly. The price shall include refrigerant, lube oil, filters and belts. Travel time will not be paid separately.

Scheduled/Unscheduled Non-Critical Repairs will be compensated by hourly rate and parts. The hourly rate is to include labor and mileage. Fuel surcharges will not be allowed. Parts cost should include freight. The parts invoice should clearly delineate the cost of parts to ensure price markup is in compliance with bid terms.

Critical Response Repairs will be compensated by hourly rate and the cost of parts. The hourly rate is to include labor, profit, mileage, overhead and all other administrative costs. Fuel surcharges will not be allowed. Parts cost should include freight. The contractor shall submit an itemized invoice at the completion of the work. The invoice shall include the purchase order number, description of service, dates of service, project location, parts invoice and warranty information. The parts invoice should clearly delineate the cost of parts to ensure price markup is in compliance with the bid terms. A Board representative will verify information before payment is processed. Payment will be issued within 30 days of receipt of approved invoice. No payment will be made for partial services.

Repair Parts

All replacement parts and/or fluids shall meet or exceed manufacturer’s and/or OEM specifications. Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies or components offered to the Board under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

REFRIGERATION EQUIPMENT REPAIR OVER AND BEYOND REGULAR PREVENTIVE MAINTENANCE SERVICES

Scheduled/Unscheduled Non-Critical Repairs

Scheduled/Unscheduled Non-Critical repairs shall include work that is beyond the scope of the Inspection/Preventative Maintenance Program as identified in above section. Repairs required will be detailed in writing by the Contractor and shall be approved by the designated Board representative prior to any work being performed and billed by the hourly rate and materials. Work shall be performed within ten (10) days of approval.

Critical Response Repairs

The contractor will provide "on-call" critical response service, 24 hours per day, 365 days per year basis. Such critical response service is acknowledged as being "time is of the essence", and **the Contractor shall provide such service with a 4-hour or less on site response time.**

Method of Payment

The Preventive Maintenance will be compensated per the annual bid price for each site. The contractor may invoice the Board monthly or quarterly. The price shall include refrigerant, lube oil, filters and belts. Travel time will not be paid separately.

Scheduled/Unscheduled Non-Critical Repairs will be compensated by hourly rate and parts. The hourly rate is to include labor and mileage. Fuel surcharges will not be allowed. Parts cost should include freight. The parts invoice should clearly delineate the cost of parts to ensure price markup is in compliance with bid terms.

Critical Response Repairs will be compensated by hourly rate and the cost of parts. The hourly rate is to include labor, profit, mileage, overhead and all other administrative costs. Fuel surcharges will not be allowed. Parts cost should include freight. The contractor shall submit an itemized invoice at the completion of the work. The invoice shall include the purchase order number, description of service, dates of service, project location, parts invoice and warranty information. The parts invoice should clearly delineate the cost of parts to ensure price markup is in compliance with bid terms. A Board representative will verify information before payment is processed. Payment will be issued within 30 days of receipt of approved invoice. No payment will be made for partial services.

Repair Parts

All replacement parts and/or fluids shall meet or exceed manufacturer's and/or OEM specifications. Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies or components offered to the Board under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

RUSSELL COUNTY SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department.

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: _____ YES _____ NO

IS THE COMPANY OWNED BY: _____ MALE _____ FEMALE _____ BOTH

IS THE COMPANY INCORPORATED: _____ YES _____ NO

ETHNICITY OF OWNERSHIP:

_____ ASIAN AMERICAN

_____ AMERICAN INDIAN

_____ BLACK

_____ DISABLED

_____ HISPANIC

_____ OTHER (PLEASE SPECIFY): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

This certification is required by the regulations implementing Executive Order 125-49, 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.

Organization Name

PR/Award Number of 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 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 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 title "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.

Proposal Check List

The following is a checklist of requirements developed by the Board. This list is not all-inclusive and is made available for your convenience. The Instructions to Bidders and Addenda (if issued) specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The following list identifies some common reasons why bids are rejected and considered non-responsive:

- Bid opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- Proposal should be without: interlineations, alteration or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.)***
- Bid Bond/Certified Check requirements***
- Product specifications do not meet requirements
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- Failure to use bid forms supplied with bid packet
- Bid did not include the W-9, signed Contract for eVerify and copy of eVerify Memorandum of Agreement.***
- Failure to fill out bid form correctly
- Failure to include Minority Questionnaire
- Late substitution requests (see X. Manufacturer's Name and Substitutions)

Note: ***Most common reasons why bids are rejected

Russell County Schools

**PROPOSAL FORM
CAFETERIA EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIR BID**

BID # 2018-0004

TO: Russell County Schools

The undersigned bidder hereby declares that he has examined and that he fully understands the Contract Documents titled INVITATION TO BID FOR CAFETERIA EQUIPMENT PREVENTIVE MAINTENANCE AND REPAIR.

The undersigned bidder hereby proposes to provide to the Russell County Schools, Seale, Alabama as per the attachment.

The bidder further agrees that the Russell County School System reserves the right to reject any and all bids and waive informalities.

BIDDER

ADDRESS

CITY STATE ZIP

TELEPHONE

PRINT NAME OF AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

**RUSSELL COUNTY SCHOOL SYSTEM
CAFETERIA EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
BID NO. 18-004**

BID PROPOSAL FORM – PRICING SHEET

Company Name: _____

RUSSELL COUNTY SCHOOLS	Total Bid For
CAMPUS/SITE	Annual PM Services

Refrigeration Equipment: (Quarterly)

Dixie Elementary School	914 US Hwy 80 West, Opelika, AL	\$ _____
Ladonia Elementary School	9 Woodland Drive, Phenix City, AL	\$ _____
Mt. Olive Intermediate School	454 State Hwy 165, Seale, AL	\$ _____

Hot serving equipment and cooking equipment and hoods: (Annually)

Dixie Elementary School	914 US Hwy 80 West, Opelika, AL	\$ _____
Ladonia Elementary School	9 Woodland Drive, Phenix City, AL	\$ _____
Mt. Olive Intermediate School	454 State Hwy 165, Seale, AL	\$ _____

As Needed or Emergency/Critical Repair Work above scope of PM.

For Refrigeration Equipment:

- | | |
|--|----------|
| 1. Minimum Straight Time Hourly Rate Per Service Call | \$ _____ |
| 2. Hourly Rate for Work in Excess of One Hour | \$ _____ |
| 3. Hourly Rate for Overtime Work or Work Outside of Normal Hours | \$ _____ |
| 4. Material, Parts and Equipment Mark-Up | % _____ |

As Needed or Emergency/Critical Repair Work above scope of PM.

For Hot Serving and Cooking Equipment and Hoods:

- | | |
|--|----------|
| 1. Minimum Straight Time Hourly Rate Per Service Call | \$ _____ |
| 2. Hourly Rate for Work in Excess of One Hour | \$ _____ |
| 3. Hourly Rate for Overtime Work or Work Outside of Normal Hours | \$ _____ |
| 4. Material, Parts and Equipment Mark-Up | % _____ |

**RUSSELL COUNTY SCHOOL SYSTEM
CAFETERIA EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
BID NO. 18-004**

BID PROPOSAL FORM – PRICING SHEET

Company Name: _____

RUSSELL COUNTY SCHOOLS		Total Bid For
CAMPUS/SITE	LOCATION	Annual PM Services

Refrigeration Equipment: (Quarterly)

Oliver Elementary School	77 Longview Street, Seale, AL	\$ _____
Russell County High School	4699 Old Seale Hwy 431, Seale, AL	\$ _____
Russell County Middle School	4716 Old Seale Hwy 431, Seale, AL	\$ _____

Hot serving equipment and cooking equipment and hoods: (Annually)

Oliver Elementary School	77 Longview Street, Seale, AL	\$ _____
Russell County High School	4699 Old Seale Hwy 431, Seale, AL	\$ _____
Russell County High School	4716 Old Seale Hwy 431, Seale, AL	\$ _____

**As Needed or Emergency/Critical Repair Work above scope of PM.
For Refrigeration Equipment:**

- | | |
|--|----------|
| 1. Minimum Straight Time Hourly Rate Per Service Call | \$ _____ |
| 2. Hourly Rate for Work in Excess of One Hour | \$ _____ |
| 3. Hourly Rate for Overtime Work or Work Outside of Normal Hours | \$ _____ |
| 4. Material, Parts and Equipment Mark-Up | % _____ |

**As Needed or Emergency/Critical Repair Work above scope of PM.
For Hot Serving and Cooking Equipment and Hoods:**

- | | |
|--|----------|
| 1. Minimum Straight Time Hourly Rate Per Service Call | \$ _____ |
| 2. Hourly Rate for Work in Excess of One Hour | \$ _____ |
| 3. Hourly Rate for Overtime Work or Work Outside of Normal Hours | \$ _____ |
| 4. Material, Parts and Equipment Mark-Up. | % _____ |

Tally Sheet for CNP Equipment Preventative Maintenance and Repair Bid List

Bid Opening: October 30, 2018
Board Meeting: November 13, 2018

Bid#: 19-001

Company	Bid Price	Bid Bond	Discount	Comments
Bi-State Service Company				
Dan Hart Refrigeration Company				
Equipment Service Company				
Jones-McLeod, Inc.				
Reliable Service Company				

Requirements under the Alabama Immigration law:

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be included with the bid. ***If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.*** An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

NON-DISCRIMINATION STATEMENT: The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.aser.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

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