

BAY HAVEN CHARTER ACADEMY

REQUEST FOR PROPOSALS (RFP)

North Bay Haven Food Services – VRV Condenser Replacement

RFP No.: BHCA-FAC-2026 | Issue Date: 15 October 2026 | Proposal Due: 29 October 2026 at 1:00PM Central Time

1. Notice and Purpose

Bay Haven Charter Academy ("BHCA") is soliciting sealed proposals from qualified, licensed HVAC contractors for work to restore the HVAC system serving the food service kitchen at North Bay Haven Charter Academy, 1 Buccaneer Drive, Panama City, Florida 32404. This solicitation is intended to provide an open and fair opportunity for qualified vendors to propose a technically compliant and cost-effective solution. Proposals must be received by the deadline stated above. This RFP will be publicly posted for at least 14 calendar days before the deadline. Vendors are responsible for confirming receipt of their proposals.

BHCA currently has a Daikin VRV system consisting of one outdoor condensing unit serving 17 interior ceiling cassette units. The stated project need is to replace the outdoor condensing unit while retaining the existing indoor units if a technically compatible, code-compliant solution is available. The indoor units are reported to be in proper working order. The existing system uses R-410A refrigerant.

2. Project Site and Existing Equipment

Site: North Bay Haven Charter Academy, 1 Buccaneer Drive, Panama City, Florida 32404.

Existing system configuration (information provided for bidding; proposer must verify):

- Manufacturer/platform: Daikin VRV / VRF system.
- Outdoor unit identification provided for this solicitation: Daikin model REYQ144PBTJ; serial number A000526. Proposers must verify the installed equipment nameplate and all compatibility details during the site review.
- Indoor equipment: 17 existing ceiling cassette units, reported operational.
- Existing refrigerant: R-410A.
- Existing refrigerant piping, electrical connections, controls and communications are to be assessed by the proposer.

3. Scope of Work – Base Proposal

The proposer shall provide a complete, firm-price proposal for the following:

- Inspect the existing VRV system and verify equipment model numbers, compatibility, system condition, and the proposed replacement approach.
- Replace the existing outdoor condensing unit with a new unit that is fully compatible with the 17 existing indoor cassette units and existing controls/communications, if such a solution is technically supported and available.
- Include all equipment, parts, labor, supervision, freight, lifting/rigging, tools, refrigerant handling, disposal, and incidental work required for a complete installation.
- Recover and properly handle existing refrigerant in accordance with applicable law; disconnect and remove the existing outdoor unit.
- Install the replacement unit; reconnect existing refrigerant line sets, electrical power, controls and communications as applicable.
- Pressure-test with nitrogen, perform leak testing, evacuate the system to the manufacturer's required level, charge with the correct refrigerant, and complete manufacturer-required startup and commissioning.
- Verify system operation and document final operating status, alarms, commissioning results, refrigerant type/quantity, and any deficiencies found.
- Remove and legally dispose of the replaced equipment and job debris; leave the work area clean.

- Provide all permits, inspections, code-required work, and required documentation unless clearly identified as excluded in the proposal.
- Identify the proposed schedule, lead time, installation duration, warranty coverage, and any anticipated outage or food-service disruption.

4. Required Alternate Proposal if Existing Indoor Units Cannot Be Retained

If the proposer determines that no compliant outdoor-unit replacement can operate with the existing 17 indoor units, the proposer must explain the technical basis in writing and submit a separate, clearly priced alternate for a complete replacement system. The alternate must identify all indoor and outdoor equipment, controls, refrigerant/piping changes, electrical work, ceiling/grille work, removal/disposal, labor, commissioning, and other associated costs. Do not combine the alternate price with the base proposal.

5. Minimum Technical and Commercial Requirements

- The proposed equipment must be new, unused, commercially supported, and suitable for the existing application.
- The proposal must state the manufacturer, model number, capacity, electrical requirements, refrigerant, indoor/outdoor compatibility, controls compatibility, and any changes required to the existing infrastructure.
- A proposal to retain the 17 existing indoor units must include written confirmation from the equipment manufacturer or other technically authoritative documentation establishing compatibility with the proposed outdoor unit and controls.
- If compatibility cannot be documented, the proposal must be priced as an alternate complete-system replacement and must not be represented as a compliant base proposal.
- All work must be performed by appropriately licensed and insured contractors and in accordance with applicable codes, manufacturer requirements, refrigerant-handling requirements, and site safety rules.
- Identify all exclusions, assumptions, owner responsibilities, allowances, and potential change-order conditions. Unstated exclusions may be considered in evaluating responsiveness.
- State quote validity period and whether taxes, freight, permits, startup, commissioning, and disposal are included.

6. Proposal Submission Requirements

Submit one electronic PDF proposal to: bohacdm@bayhaven.org

Subject line or file name: "RFP BHCA-FAC-2026 – North Bay Haven VRV Condenser Replacement – [Vendor Name]".

The proposal must include:

- Vendor legal name, address, primary contact, phone number, and email.
- Base lump-sum price and itemized price schedule.
- Separate alternate price for complete system replacement, if applicable.
- Equipment schedule with manufacturer/model and compatibility documentation.
- Detailed scope, assumptions, exclusions, and a list of any work not included.
- Estimated equipment lead time, earliest start date, installation duration, and completion schedule.
- Warranty terms for equipment and labor.
- Proof of applicable Florida HVAC contractor license and certificate of insurance.
- At least two relevant commercial VRF/VRV project references.
- Signed vendor certification in Section 10.

7. Questions, Site Visit, and Addenda

All questions must be submitted in writing to Dana Bohac at bohacdm@bayhaven.org no later than 22 October 2026 at 1:00 PM Central Time. Answers that affect the solicitation will be issued in a written addendum and shared with all

known interested proposers or posted with the RFP. Vendors should request a site visit by contacting Dana Bohac bohacdm@bayhaven.org. Site visits must be scheduled in advance and may not include contact with school staff other than the designated contact.

No verbal statement changes this RFP. Proposers are responsible for reviewing all addenda and acknowledging them in their proposal.

8. Evaluation and Award

BHCA intends to evaluate responsive proposals using the criteria and relative weights below. Award, if made, will be to the responsible proposer whose proposal is determined to be most advantageous to BHCA, considering price and the other stated factors. BHCA may request clarification, verify references, and conduct a documented technical review. Any award is subject to applicable procurement requirements and approval.

Evaluation Criterion	Weight
Total evaluated price for a compliant base proposal	40%
Technical compliance and documented compatibility with existing 17 indoor units	25%
Scope completeness, commissioning plan, and warranty	15%
Schedule, equipment lead time, and time to restore service	10%
Relevant experience and references	10%

A proposal that does not meet mandatory requirements may be deemed nonresponsive. An alternate full-system replacement will be evaluated separately and will not be treated as equivalent to the base scope unless BHCA determines the existing indoor units cannot be retained based on documented technical evidence.

9. General Conditions

- BHCA reserves the right to reject any or all proposals, waive minor informalities where permitted, request clarification, negotiate as allowed by applicable rules, or cancel this solicitation when determined to be in its best interest.
- BHCA does not guarantee an award or reimbursement for proposal preparation costs.
- Proposals must remain valid for at least 60 calendar days after the due date unless the proposer states a longer period.
- The successful proposer may not begin work until a written purchase order or notice to proceed is issued by BHCA.
- The contractor must coordinate access, deliveries, work hours, safety precautions, and any required shutdowns with BHCA's designated representative.
- The contractor must protect students, staff, visitors, school property, and food-service areas during the work. Work affecting food preparation areas must be coordinated with school administration and food-service personnel.
- The contractor must disclose any conflicts of interest and comply with applicable federal, state, and local procurement requirements, including requirements applicable to purchases charged to the nonprofit school food service account.

10. Vendor Certification

I certify that I am authorized to submit this proposal on behalf of the vendor; that the information provided is true and complete to the best of my knowledge; that the proposal identifies all material assumptions and exclusions; and that the vendor has disclosed any known conflict of interest.

Vendor Legal Name: _____

Authorized Representative: _____

Title: _____ Signature: _____

Date: _____

11. Attachments / Reference Information

- Attachment A – Existing VRV system schematic (for system layout reference).
- Attachment B – Existing Daikin equipment information and model identification stated in this RFP. The vendor pricing quote is not included.
- Attachment C – Standard terms and conditions to RFP

POSTING CHECKLIST — COMPLETE BEFORE PUBLICATION

Insert RFP number, issue date, proposal deadline, submission email/portal, question deadline, and site-visit contact.

Confirm the solicitation remains posted for at least 14 full calendar days before proposals are due and allow sufficient response time under BHCA policy and applicable state/federal rules.

Attach the existing system schematic and any non-pricing Daikin equipment/model documentation intended for public release. Do not attach the vendor pricing quote.

Send the notice directly to multiple qualified HVAC contractors and retain the contact log and posting screenshots.

Confirm with the NSLP/state agency or procurement reviewer that this solicitation format and timeline meet the applicable BHCA, Florida, and program requirements before posting.

Attachment C
STANDARD TERMS AND CONDITIONS

This contract between BHCA, Inc. and the Vendor shall be governed in accordance with the laws of the State of Florida and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (FOR BIDS OVER \$100K)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence and officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25K)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Florida or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if the Contractor is debarred or placed on the Consolidation List of Debarred, Suspended, and Ineligible Contractors by a federal entity. See Attachment F.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State agency. All responses will be verified. Debarment and Suspension (Executive Orders 12549 and 12689) -A contract award (see 2 CFR 180.220) must be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

III. REMEDY FOR NON-PERFORMANCE//TERMINATION OF CONTRACT

(a) Immediate Termination - This contract will terminate immediately and absolutely if BHCA, Inc. determines that adequate funds are not appropriated or granted or funds are de-appropriated such that BHCA, Inc. cannot fulfill its obligations under the Contract. Furthermore, BHCA, Inc. may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- in the event the Contract of required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- BHCA, Inc. determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused or reasonable could cause, life, health or safety to be jeopardized;
- The Contractor fails to comply with confidentiality laws or provisions; and/or
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause -All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for BHCA, Inc. to declare the Contractor in default of its obligations under the Contract:

- The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to BHCA, Inc. satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- BHCA, Inc. determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- The Contractor fails to make substantial and timely progress toward performance of the Contract;
- The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or BHCA, Inc. reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal state and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
- The Contractor has engaged in conduct that has or may expose BHCA, Inc. or the State to liability, as determined in BHCA's sole discretion; or

- The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of BHCA, Inc., the state, or a third party.

(c) Notice of Default - If there is a default event caused by the Contractor; BHCA, Inc. shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a period of time specified in the BHCA's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, BHCA, Inc may:

- Immediately terminate the Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor, and/or,
- (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

(d) Termination upon Notice - Following thirty (30) days' written notice, BHCA, Inc. may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to BHCA, Inc. up to and including date of termination.

(e) Termination Due to Change in Law - BHCA, Inc. shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of the following;

- BHCA, Inc.'s authorization to operate is withdrawn or there is a material alteration in the programs administered by BHCA, Inc.; and/or
- BHCA, Inc.'s duties are substantially modified.

(f) Payment Limitation in Event of Termination - In the event of termination of the Contract for any reason by BHCA, Inc, the SFA shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which BHCA, Inc. is obligated to pay pursuant to the Contract or Purchase instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. The provision in no way limits the remedies available to BHCA, Inc. under the Contract in the event of termination. BHCA, Inc shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

(g) The Contractor's Termination Duties - Upon receipt of notice of termination or upon request of BHCA, Inc., the Contractor shall:

- Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions wresting there from, and any other matters BHCA, Inc. may require;
- Immediately cease using and return to BNCA, Inc., any personal property or materials, whether tangible or intangible, provided by BHCA, Inc. to the Contractor;
- Comply with BHCA's instructions for the timely transfer of any active files and work product by the Contractor under the Contract;
- Cooperate in good faith with BHCA, Inc., its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- Immediately return to BHCA, Inc. any payments made by BHCA, Inc. for goods and services that were not delivered or rendered by the Contractor.

IV.CONTRACT WORK HOURS/SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles.

V.DAVIS BACON ACT

Davis Bacon Act, as amended (40 U.S.C.3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

VI.RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding party.

VII. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10K)

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC, 20250-9410 or call toll free 866-632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; or 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

(Equal Employment Opportunity.. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60 - 1.4 (b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.")

VIII. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871)

IX. CLEAN AIR/CLEAN WATER STATEMENT (for bids over \$100K)

Compliance with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify BHCA, Inc. of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q)

and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

X. CIVIL RIGHTS STATEMENT AND ASSURANCE

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq); all provisions required by the implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42 and FNS directives and guidelines, the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

Non-discrimination Statement:

The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

Persons with disabilities who require alternative means of communication for the program information (e.g. Braille, large -print, audio tape, American Sign Language, etc), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9992; (2) Fax: 202-690-7442; or [Email: program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, **sex**, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

