



**Montgomery County School Nutrition
3400 Indian Mound Drive
Mount Sterling, KY 40353
(859)497-8578**

REQUEST FOR PROPOSAL

Outdoor Walk-In Freezer

Closing Time of Request for Proposal

**All responses are due by 11:00 AM EST Friday, November 17, 2023
Late bids will be returned unopened**

Opening of Request for Proposal

**11:00 AM EST Friday, November 17, 2023
Montgomery County Board of Education
3400 Indian Mound Drive
Mount Sterling, KY 40353**

You must submit Pages 11 – 18 in order to have a complete bid proposal

Project funded with food service funds.

The Montgomery County Board of Education is requesting you to submit a sealed bid for the purchase and installment of an outdoor freestanding freezer and any equipment needed to have freezer operational. Bids must be submitted in a sealed envelope clearly marked "FOOD SERVICE BID". Bid Specifications are listed in this request for proposal.

Items shall be provided by the approved bidder, hereinafter called the Contractor.

All items are to be shipped inside delivery to the school and installed in the designated outdoor area. Scheduled delivery date will be coordinated with Sandy Jones, School Nutrition Director. If you have any questions or to set up an appointment to view the site, please contact Sandy Jones, Montgomery County Board of Education, at 859.497.8578 or Sandy.Jones@montgomery.kyschools.us.

The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the internet at www.montgomery.kyschools.us link beginning on the bid public notice date and until the date and time specified for the bid closing. Bid tabulations will be made by the Nutrition Director, Deputy Superintendent and/or Facilities Director, and, after the Board or its designee has taken official action, will be placed in the minutes of the board meeting.

Sealed proposals must be sent to: Montgomery County Board of Education, Food Service Bid, 3400 Indian Mound Drive, Mount Sterling, KY 40353 and will be accepted until 10:00 AM EST Friday, November 17, 2023. The Montgomery County Board of Education shall assume no responsibility for any delay as a result of mails failing to be delivered on time. All proposals which are in order, properly signed, etc., shall be opened and read aloud at this time. Any interested parties may attend the opening. Telegraphic or facsimile proposals are prohibited. Any proposal received electronically shall be considered a non-responsive proposal.

Conditions of Bid and General Specifications

1. This Request for Proposal is for an outdoor walk-in freezer. The unit will be installed adjacent to the Maintenance building at 700 Woodford Drive, Mount Sterling, KY 40353. The bid should include the specified freezer, delivery to site, installation, and items such as condenser, compressor, evaporator, refrigerant, etc., and any other items to make the freezer fully operational.
2. A Pre-Bid meeting will be held on Monday, November 13, 2023 at 9:00 AM EST at 700 Woodford Drive, Mt. Sterling, KY 40353.
3. The bidder is required to perform one site visit with the Facilities Director and Food Service Director before submitting the bid to ensure items are the right voltage,

location of units, and address any installation concerns. Attendance at the Pre-Bid meeting (section 2) will meet this requirement, or this visit may be scheduled outside this time and date according to all parties availability.

4. Please submit one copy of the completed Bid to Montgomery County Board of Education in a sealed envelope that is clearly marked "Food Service Bid".
5. Bids must be delivered to Montgomery County Board of Education, 3400 Indian Mound Drive, Mount Sterling, Kentucky 40353. Bids may be mailed by the United States Postal Service, hand-delivered, or by any commercial carrier. It is the Bidder's responsibility to ensure the Bid arrives before the Closing Time. Email, fax, or telephone Bids shall not be accepted. There are no exceptions.
6. **Bid shall close on November 17, 2023 at 11:00 AM EST. Bids received after this deadline will be returned and not be considered.**
7. Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot.
8. Prices quoted must have the decimal point located in the correct position to separate dollars from cents. In bid prices where the decimal point is omitted, the bid prices shall be calculated as dollar amounts.
9. Erasures or the use of typewriter correction fluid on bid forms are not acceptable and may result in the rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered, and initialed by the person signing the Bid. No bids shall be altered or amended after the specified time of opening.
10. Modifications, additions, or changes to the terms and conditions of this notice to bid may be a cause for rejection of a bid. Bidders are to submit all bids on the forms supplied with this notice. Bids submitted on company forms may be rejected.
11. To receive consideration, bids must be received prior to the closing time designated in this notice. No bids shall be accepted thereafter.
12. Bidders are invited to attend the Bid opening and requested to not telephone for a tabulation. Montgomery County Schools staff will provide written notification to all Bidders following awards by The Board.
13. An officer or member of the Bidding firm authorized to legally bind the firm must sign Bid.
14. The Board of Education (The Board) and its representatives reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to

accept any proposal as may be deemed to its interest, and to award by item, combination of items or lot.

15. Bids are effective for thirty (30) days from date of opening unless otherwise specified in special conditions of Bidding. No Bid may be withdrawn prior to that time.
16. Manufacturer's catalog numbers, trade names, etc., where shown herein, are for descriptive purposes to guide the Bidder in interpreting the standard of quality, design and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by Bidder must be clearly noted and described, otherwise it is understood that Bidder intends to supply items specifically mentioned in the Bid proposal.
17. Samples requested must be furnished free of expense to The Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples shall upon request be returned at the Bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
18. If awarded an order or contract, Bidder agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article, or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the contractor, his servants, or agents.
19. The Board does not pay Federal Excise Taxes or Kentucky Sales and Use Taxes. Proposals should be priced accordingly and reflect no sales tax to Montgomery County Schools.
20. Contractors remain liable for applicable taxes on construction and/or furnish-and-install contracts for Montgomery County Schools. Adjustments and allowances for any applicable taxes shall be provided for in the Bid amount. No later adjustments to the Contract Sum shall be permitted and/or made on this basis by Montgomery County Schools.
21. Contractor must furnish the following insurance:
 - Workers' Compensation and Employers' Liability
 - Public Liability \$1,000,000 minimum
 - Property Damage \$100,00 minimum

A Certificate of Insurance must be filed with the Purchasing Office prior to beginning work and must be kept on file for the duration of the contract.

22. Company receiving Bid Award must be bondable up to the cost of the bid submitted.
23. Montgomery County Schools reserves the right to cancel contract if in the staff's opinion the contractor's work is unsatisfactory, the ability to meet completion schedules are unsatisfactory or billing is found to be excessive for work performed.
24. The successful Bidder shall make provisions for the supplying of purchase order numbers as a part of any invoice issued to Montgomery County Schools as a result of being awarded this Bid.
25. Montgomery County Schools allocation and accounting system may require the issuance for more than one Purchase Order (PO) for the materials in a Bid/Item and a separate invoice is require for each PO.
26. Payments for Bid items are paid monthly by the Board, depending on the time of receipt of invoices.
27. In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event Montgomery County Schools prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
28. The Contractor agrees that the following items shall be included as compensable damages for any breach of contract with Montgomery County Schools.
 - Replacement costs.
 - Cost of repeating the competitive bidding procedure expenses.
 - Expenses incurred as the result of delay in obtaining replacements.The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by Montgomery County Schools for any other damages occasioned by the Contractor's breach of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all damages, including those enumerated.

The Contractor may terminate the contract if Montgomery County Schools fails to meet the specified payment terms.
29. If a Bid is not made, the Bid form must be marked "No Bid" and returned with reasons stated why a Bid was not submitted. Otherwise, Bidder's name may be removed from the official mailing roster.

30. Successful vendors shall provide two copies of Materials Safety Data Sheet (MSDS) on material covered by OSHA Standard 1910.1200 as a condition of purchase.
31. **The consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of any tobacco products or possession of firearms, while on a job for Montgomery County Schools by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms, is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and Montgomery County Schools and may lead to the termination of said contract FOR CAUSE by Montgomery County Schools.**
32. Except as otherwise provided in this agreement, parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.

Award Criteria

The Bid shall be awarded based on overall price of equipment, delivery, and installation. The Bid will also be analyzed for installation timeline, quality of warranties, and the required pre-bid site visit.

Equipment Price	25 points
Delivery Price	15 points
Installation Price	25 points
Installation Timeline	15 points
Quality of Warranties	15 points
Site Visit	5 points

Total 100 points

This Request for Proposal, General Terms and Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

1. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
2. Contractors providing service under this contract assure the SFA that they are conforming to and otherwise complying with the following:

A. Contractors providing services under this IFB/RFP, herewith assure the SFA that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

B. Contractors shall comply with the Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60). The Executive Order 11246 (E.O 11246) prohibits federal contractors and subcontractors and federally-assisted construction contractors and subcontractors that generally have contracts that exceed \$10,000 from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. It also requires covered contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

C. Contractors shall comply with the Buy American provisions that are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16(d).

D. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. 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 Independent Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (Voice). 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. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.

4. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. SFA and its school districts, its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.

5. By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state, and federal requirements and regulations.

6. As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.] if any Contractor's employees/independent Contractors or Subcontractors' employees/independent Contractors will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Kentucky Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation.

7. Any entity or affiliate who has been placed on the Kentucky State's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

8. Any employee or official of Montgomery County School District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

The vendor is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, and KRS 42.990.

The provisions of KRS 365.080 and KRS 365.090 which permit the regulation of resale price by contract, does not apply to sales to the State. The vendor is fully knowledgeable of KRS 45a.335-45a.490, Kentucky Model Procurement Code, including the provisions for violation of the Code.

***See Form B**

9. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particulate matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. She/He, or any member of their immediate family, has a financial interest herein: or
- b. A business or organization which she/he or any member of their immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
- c. Any other person, business, or organization with whom she/he or any member of their immediate family is negotiating or has/had an arrangement concerning prospective employment is a party.

Direct or indirect participation shall include, but not limited to: involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory role.

***See Form C**

10. For contracts exceeding \$100,000, contractors shall comply with Executive Order 11738 -- Section 306 of the Clean Air Act, 41 U.S.C. 1857-H, Section 508 of the Clean Water Act, 33 U.S.C. 1368, and EPA Regulations, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

11. SFA agrees to use the awarded contractor as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental non-bid items. The only anticipated exceptions might be in time of emergency. This clause should be used for application bids/contracts only.

12. Byrd Anti-Lobbying Amendments - The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the Montgomery County Schools Board Office.

***See Form D**

13. Minority-Owned Business Enterprise

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

- Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists;
- Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women's business participation;
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women's businesses;

Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women's business enterprises.

FORM A (Must be included with bid proposal)

Awards will be made to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder shall fulfill in order for the bid to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE

By my signature on the bid certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation);

That the costs quoted in the attached bid or bids responding to the SFA Invitation to Bid are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

That contents of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bid or bids; that the bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provision of the Model Procurement Code (KRS Chapter 45A);

That I understand the SFA collective bidding process is conducted consistent with KRS Chapter 45A, the Model Procurement Code and that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal comply with KRS Chapter 45A, the Model Procurement Code.

Signature of Authorized Agent _____

Any employee or official of SFA or member school districts, elective or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accordance with state and/or federal laws.

Form A continued (Must be included with bid proposal)

CERTIFICATION OF DISBARMENT AND SUSPENSION

By signature below, I certify on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

PROPOSAL CERTIFICATION

I hereby certify with my signature below that costs quoted in this proposal are correct and that I have authority to obligate my company to perform under the conditions stated in the proposal.

SIGNATURE OF AUTHORIZED AGENT: _____

TITLE: _____

FIRM NAME: _____

DATE: _____

Form B (Must be included with bid proposal)

CONFLICT OF INTEREST DISCLOSURE

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particulate matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. She/He, or any member of their immediate family, has a financial interest herein: or
- b. A business or organization which she/he or any member of their immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
- c. Any other person, business, or organization with whom she/he or any member of their immediate family is negotiating or has/had an arrangement concerning prospective employment is a party.

Direct or indirect participation shall include, but not limited to: involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory role.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, (father, mother, brother, sister, husband, wife, son or daughter as defined in KRS 160.180) to have a pecuniary interest either directly or indirectly in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Montgomery County Board of Education.

FIRM NAME: _____

SIGNATURE OF AUTHORIZED AGENT: _____

DATE: _____

Form C (Must be included with bid proposal)

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES & KICKBACKS

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, (father, mother, brother, sister, husband, wife, son or daughter as defined in KRS 160.180) to have a pecuniary interest either directly or indirectly in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Montgomery County Board of Education.

FIRM NAME: _____

SIGNATURE OF AUTHORIZED AGENT: _____

DATE: _____

Form D (Must be included with bid proposal)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<p>a..</p>	<p>2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, <i>if known:</i> Congressional District, <i>if known:</i> _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i> _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):</p>	<p>b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Signature of Authorized Agent _____

Form E Scope of Work and Bid Proposal (Must be included with bid proposal)

Outdoor Stand-Alone Freezer Unit 20' X 9'

This Request for Proposal is for an outdoor walk-in freezer. The unit will be installed adjacent to the Maintenance building at 700 Woodford Drive, Mount Sterling, KY 40353. The bid should include the specified freezer, delivery to site, installation, and items such as condenser, compressor, evaporator, refrigerant, etc., and any other items to make the freezer fully operational.

Standard Equipment Features

208-230/160 Refrigeration System Anti-Microbial Interior Finish Condensate Line Crowned Roof Defrost Timer Door Closer/Door Sweep Seal Exterior Hasp Lock Heated Relief Port on Freezer Heated Door on -10 Degree Freezer Interior Lighting Lockable Door Latch	Low Ambient Pressure Controls Magnetic Gasket/Heated Door Jamb Pre-charged Refrigerant Rain Cap Above Exterior Doors Seamless Fiberglass Interior/Exterior Single Point Electrical Connection ¾ " OSB Floor Center Mount Evaporator Coil Shelving Vinyl Strip Door (preferably on 9' side)
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Warranties for structure, compressor, and insulation must be included.

Food Service Bid Proposal

Outdoor Walk-In Freezer	\$ _____
Delivery & Installation Fee	\$ _____
Other Costs	\$ _____
Total Costs	\$ _____

Explanation of other costs:

Estimated Timeline of Installation:

FIRM NAME: _____ Date; _____

SIGNATURE OF AUTHORIZED AGENT: _____

FORM F (Must be included with turned in bid proposal)

- _____ Forms A, B, C, D, E, & F
- _____ Taxpayer Identification Number or SSN (if not a Corporation), W-9
- _____ Requirements Bidder has or shall need if awarded the Bid (if required)
- _____ Documents necessary to initiate contractual relationship

Thank you for providing this information:

1. I shall /shall not extend this contract to other schools, &/or state governmental agencies.
2. Yes I am a minority or woman owned business OR No

*Please provide Taxpayer Identification Number.

_____/_____/_____ or _____/_____
Social Security Number Employer Identification Number

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