

McCreary County School District
Department of Food Service

SCHOOL & COMMUNITY NUTRITION

6461 South Hwy. 1651

Pine Knot, KY 42635

Phone: (606)354-2776 Fax: (606)354-2784

REQUEST FOR PROPOSAL
Items: Fruits & Vegetables

June 12, 2024

The McCreary County School District, Department of Food Service, is accepting proposals for a one year agreement for the purchase of Fruits & Vegetables for our SNP Breakfast & Lunch Program. This one-year contract agreement is for the 2024-2025 school year. Options to renew will be considered. The McCreary County School District, Department of Food Service intends to enter into an agreement whereby Food Service agrees to purchase a minimum of 80% of the fruits & vegetables from one vendor. The quantities listed are anticipated usage and must not be construed as exact quantities.

This is a negotiated procurement utilizing the Request for Proposal method, and as such, the award does not have to be made to the company submitting the lowest price proposal. Bid award will be given to the company submitting the best responsive proposal, satisfying the requirements of the McCreary County School District, Department of Food Service.

All proposals must be complete. No bidder shall be able to withdraw its bid within 30 days after the bid opening date.

Proposals will be evaluated based on the criteria listed on page 4 of the bid documents. Recommendations will be presented to the respective Boards of Education by the Food Service Director. Bids will be awarded at the respective Board meetings. Bid award announcements will be mailed. The McCreary County School District, Department of Food Service reserves the right to reject any and all bids, and to accept bids which are more advantageous to the School Nutrition Programs.

Enclosed/attached, you will find the Fruits & Vegetables Proposal for the 2024-2025 school year. The effective date of the award is July 1, 2024 - June 30, 2025.

Please return your completed sealed proposal in response to this RFP to - McCreary County School District, Attn: Shane King, Director of Food Service, 6461 South Highway 1651, Pine Knot, KY 42635. Proposals will be accepted until 1:00 pm, Wednesday, June 26, 2024. The bid envelope is to be marked per instructions in the bid invitation. The McCreary County School District, Department of Food Service cannot be responsible for proposals received too late for consideration due to late mail delivery.

Sincerely,

Mr. Shane King
Director of Food Service
McCreary County School District

**REQUEST FOR PROPOSALS (RFP)
PRIME VENDOR - Fruits & Vegetables**

**McCreary County School District
Department of Food Service**

June 12 20, 2024

Date Proposals are Due: Wednesday, June 26, 2024; Time: 1:00 pm

NATURE OF CONTRACT:

Specifications are technical for purposes of establishing high standards of line item material purchasing. Bidders shall indicate the manufacturer's brand names where specified in their proposals. All items bid or under contract stipulate there is no guarantee, promise or commitment to any quantity estimated or service to be rendered other than materials, supplies, equipment or labor authorized by direct orders.

Procurement and delivery of items will be on an "as needed basis" according to orders placed by the Food Service Coordinator. Purchase timeframe will be in effect from July 1, 2024 through June 30, 2025.

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

For *unprocessed foods*, the agricultural commodities must be domestic, and for *processed foods* they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. The following are two limited exceptions when non- domestic foods may be purchased:

- The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the cost of a United States food or food product is significantly higher than the non-domestic product.

If the above exceptions apply to a food product on your bid proposal, fill out the Exception Documentation Worksheet to be submitted with your bid proposal. Fill out one form for each food item requiring an exception to the Buy American Provision.

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Vendor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this Federal rule.

CONDITIONAL BIDS OR BIDS WITH STIPULATIONS WILL NOT BE ACCEPTED.

DEFINITIONS:

For consistency throughout this document:

"Department of Food Service" means the McCreary County Department of Food Service.

"Distributor" or "Bidder" means a distributor that submits a proposal in response to this request. In sections of this RFP that refer to requirements or actions of the organization that submits the proposal that is chosen by the McCreary County Department of Food Service, "Distributor" or "Contractor" means the organization that submitted the successful proposal, Distributor is also referred to as "Prime Vendor".

I. DISTRICT OBJECTIVES

The mission of the McCreary County School District Department of Food Service is to provide a variety of healthy school meals and other food service at affordable prices in support of the educational goals of students. The McCreary County Department of Food Service participates in the National School Lunch and Breakfast Programs for reimbursement of meals that meet federal standards. In accordance with Federal Buy American Law, the McCreary County Department of Food Service desires to purchase domestic food products to the maximum extent practical for school meals.

The McCreary County Department of Food Service requests proposals in response to this Request for Proposal (RFP) for purchasing fruits & vegetables from a vendor. To minimize the need to seek alternate distributors, the McCreary County Department of Food Service will purchase a minimum of 80% of its fruits & vegetable products.

The McCreary County Department of Food Service expects to receive competitive pricing on all products and service categories, as well as improved customer service, and other noted terms and conditions throughout this document. It is the intention of the McCreary County Department of Food Service to lower overall product costs under the terms presented in this agreement.

One Distributor will be chosen to negotiate with the McCreary County Department of Food Service under the terms of the proposal in effect for school year 2024-2025, beginning July 1, 2024 and ending June 30, 2025.

II. PROCEDURAL REQUIREMENTS

Proposal Submission

Submit proposals to:

McCreary County Board of Education
Attn: Shane King, Director of Food Service
6461 South Hwy 1651
Pine Knot, KY 42635

Proposals will be accepted until 1:00 pm on Wednesday, June 26, 2024.

A request will be sent to submit an electronic copy of the completed Prime Vendor Bid **AFTER** the bid opening on Wednesday, June 12, 2024 to: shane.king@rnccreary.kyschools.us.

Inquiries regarding this proposal are to be directed to:

Shane King, Director of Food Service
McCreary County Board Board of Education
Department of Food Service/ Annex Building
6461 South Hwy. 1651, Pine Knot, KY 42635
Phone: (606) 354-2776
e-mail: shane.king@mccreary.kyschools.us

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time for submission. Time is local time at the Board of Education. Proposals that arrive after the required time will not be considered. It is the responsibility of the Bidder to ensure that the proposal arrives at the required location by the required time. The McCreary County Department of Food Service shall not waive or extend this requirement for any reason. **Telephone, facsimile, electronic mail, and telegraphic proposals will not be accepted.** A submitted proposal shall remain valid for thirty (30) days from the proposal submission date.

Submit four (4) originals in a sealed envelope to the address noted above. The original copy needs to contain original signatures and must be marked "Original". Mark envelope "McCreary County Food Service, School Year 24/25 - Fruits & Vegetables Proposal". Refer to Attachment A of this RFP, "Checklist of Requirements for Proposals" for a list of required parts of a proposal. Use the cover sheet, Attachment B to this RFP.

The proposal must include the firm name and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be available upon request from the McCreary County Department of Food Service.

If the McCreary County Department of Food Service determines that there is a discrepancy in or omission from this RFP prior to the opening of proposals, an addendum will be issued to all distributors that have submitted proposals and will be posted to the schools website www.mccreary.kyschools.us by the date listed in the Calendar of Events on page 5.

Calendar of Events

The required dates and time by which actions must be completed are listed in the following chart. The McCreary County Department of Food Service reserves the right to amend the schedule, as it deems necessary. If the McCreary County Department of Food Service determines that it is necessary to change a date, time, or location it will issue an addendum to this RFP. Times are local time at the Board of Education.

Calendar of Events

Action	Date	Time (if applicable)
RFP Release Date	June 12, 2024	
Proposal Due Date	June 26, 2024	1:00pm
Proposal Opening	June 26, 2024	1:30pm
Board Approval and Contract Award	**See Below	

**Bids will be awarded at the respective Board meetings in July.

A request will be sent to submit an electronic copy of the completed Vendor Bid **AFTER** the bid opening on June 26, 2024 to: shane.king@mccreary.kyschools.us.

Evaluation Criteria

McCreary County Food Service will evaluate proposals based on the following criteria (125 total points possible):

1. Dollar Value (40 points) - Will be determined by using the fixed fee multiplied by the estimated quantity. Quantities are merely an approximation of the anticipated usage for the 2024-2025 school year, and should not be considered a firm order.
2. Completeness of product line (20 points) Please note: For the purposes of evaluating the criteria, 30% ability to meet the product line will award 5 points, 50% ability to meet the product line will award 10 points, 75% ability to meet the product line will award 15 points, 100% ability to meet the product line will award 20 points).
3. Distributor experience and qualifications/Past performance with schools/Distributor references/reputation (20 points)
4. Computer capabilities, including online ordering (15 points)
5. Ability to meet service characteristics described by the McCreary County Department of Food Service (30 points) - see below: Account Representative, Ordering Procedures, Delivery.

Proposal Selection

If upon completion of evaluation of proposals additional information is necessary to make a final decision, the McCreary County Department of Food Service may ask the top evaluated respondents to submit a best and final offer. McCreary County Department of Food Service may only request one best and final offer. The opportunity to request a best and final offer shall be at the discretion of the McCreary County Department of Food Service. The request will be made in writing and include the areas to be addressed. McCreary County Department of Food Service shall negotiate with the responsible Distributor which submits the most responsive proposal. Contract award is contingent upon McCreary County Department of Food Service and Distributor reaching mutually agreeable terms. Other Distributors that have submitted proposals will be notified when negotiations have been completed by mail.

McCreary County Department of Food Service reserves the right to:

1. Waive any irregularities or informalities in proposals;
2. In the best interests of the McCreary County Department of Food Service, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary issue a new RFP or take other action as McCreary County Department of Food Service deems appropriate.

General

1. All items should be of the latest pack. Domestic products are required when available at a competitive price.
2. Shipments will be subject to inspection at the time of delivery. Any product, which is found in variance with specification, will be returned.
3. Award will be made to the most responsive bidder complying with specifications. McCreary County Department of Food Service reserves the right to make selection of items based on facts other than low bid, if in the best interest of the McCreary County Department of Food Service.
4. Quantities are estimated only, and may increase or decrease.
5. Efforts will be made to involve small, minority, and women-owned businesses.
6. All purchase incentives, discounts, rebates, and credits must be returned to the non-profit Child Nutrition account.
7. Keep in mind that there would be no service when there is no school, i.e. holiday's, teacher in-service days, etc.
8. Be sure to include pack size, sizing of fruit and vegetable, if the item is available to be processed into 2 oz. pre-portions, and all costs associated with the product.

III. PROPOSAL SPECIFIC TERMS AND CONDITIONS

The following specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Explain any deviations or exceptions as part of the proposal response.

Pricing Method

The bidder shall list the cost that will apply to all items. The fee shall be bid in dollars and cents, not as a percentage. The fee should be an amount sufficient to cover all storage and delivery costs. No other fees may be charged, including but not limited to, fuel surcharges. The fixed fee cannot vary with different products. It will be the decision of the McCreary County Department of Food Service and their respective Boards of Education after due consideration as to whether or not to accept the bid extension with the price change or to decline the extension and solicit new bids.

The McCreary County Department of Food Service makes the assumption that the final cost will be calculated as follows:

- Invoice Cost of Product (for the distributor)
- + Freight in (if not included in the invoiced cost)
- = Actual Cost*
- + Cost per Unit
- = Final Cost to the McCreary County Department of Food Service

*Actual cost of product is based on Distributor invoice in relationship to the current products purchased by the McCreary County Department of Food Service.

The price stated by the distributor on the document should be the distributors final cost to the McCreary County Department of Food Service as above. Any different formulas for figuring final costs should be clearly explained by Distributor. The distributor must state the fixed fee per unit/case on the bid document. Please make sure pricing is according to the columns on the document.

There shall be no storage charges, fuel surcharges, or other similar charges.

If bid pricing is available to the distributor for the 2024 school year, use that pricing for your cost. Otherwise, distributor shall determine costs to the product list using distributor cost for the week of April 15-19, 2024. For the purpose of this Proposal, cost information must be available for audit upon request by the McCreary County Department of Food Service.

1. Price Adjustment - Distributor shall pass on all promotional allowances, discounts and manufacturer rebates in the form of lower prices. Distributor shall also keep the McCreary County Department of Food Service informed of any rebates that could be redeemed by the McCreary County Department of Food Service and provide tracking information on usage so that the McCreary County Department of Food Service may take full advantage of all available rebates and free goods offered.
2. Audit Rights - The McCreary County Department of Food Service requires open, unannounced audit rights throughout the length of the agreement. The McCreary County Department of Food Service will audit only those materials directly associated with the McCreary County Department of Food Service's pricing. Audits can include, but is not limited to the evaluation of compliance to cost formulas and cost structures. Audit materials will be made available to the McCreary County Department of Food Service mail or delivered on-site.
3. Corrective Action - Pricing errors found as a result of the aforementioned audit process will be resolved by the distributor within 30 days of written notification.

Account Representative

The distributor will have an account representative assigned to each school district account in the McCreary County Department of Food Service. It is preferred that this individual has 2-3 years experience working with food orders for school food service accounts, so they will best understand the needs of the McCreary County Department of Food Service. The McCreary County Department of Food Service reserves the right to request a different representative if needed. The McCreary County Department of Food Service does not expect to see the representative on a weekly basis, but this individual should be available for consult within 12- 24 hours of a call or email. A faster response would be appreciated.

It would be expected that the account representative be available to process orders delivered by email, communicate with the McCreary County Department of Food Service to discuss any shortages and substitutions, demonstrate new items on the market, handle complaints and inquiries about various products and resolve any problems with the order/delivery schedule.

Ordering Procedures

Orders shall be prepared by a representative from the school and shall be ready at a time and day of the week determined by the Food Service Director and Distributor.

The McCreary County Department of Food Service shall be able to notify the distributor's representative until 2:00 pm the day prior to delivery to add or cut items from the next days' delivery. The McCreary County Department of Food Service also has the right to cancel an entire order, if necessary, until 2:00 pm the day prior to delivery.

Substitutions

No substitutions are allowed without prior written authorization from the McCreary County Department Director of Food Service or designee. The Director/Designee must be notified if an item is out of stock, backordered or if timely delivery cannot be made. It is an expectation that all

individual items bid are to be stocked items slotted at all distribution facilities servicing the McCreary County Department of Food Service. If an awarded bidder is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price to the original item portion price shall be provided. Awarded bidder shall maintain a 97% average weekly fill rate for all bid items.

If the awarded bidder fails to deliver within the time specified, or within a reasonable time as interpreted by each Food Service Director, or fails to make replacements of rejected articles when so requested, or demonstrates a continuous inability to secure the bid item, the McCreary County Department of Food Service, at its sole discretion, may purchase a product of equal or greater quality from another source.

The McCreary County Department of Food Service reserves the right to assess the awarded bidder in the amount of up to \$1,000 per instance for failure to maintain the average fill rate or for failure to stock/slot items on a continuous basis which results in special orders or substitutions.

Delivery

Specific delivery dates and times shall be negotiated with each Food Service Director.

Drivers and helpers shall deliver merchandise into designated storage areas. Drivers or helpers shall not be required to store merchandise on shelves. Shortages, damages and substitutions shall be noted by the driver to the receiver and noted on the delivery ticket. All products shall be maintained at their proper temperature throughout their staging, loading, transport and delivery. All of the vendor's facilities and delivery vehicles must conform to local, state and federal rules and regulations regarding sanitation and are subject to inspection by the McCreary County Department of Food Service. Each driver is to sign in at each school cafeteria upon entering the building. Itemized invoices will be left at each school. The invoice will include the school name, account number, delivery date, product name, unit cost, extension and total charges.

Acceptable delivery times is 6:30 am - 2:00 pm, Monday-Saturday, with the preferred time being Saturdays or Mondays. Deliveries will be made to each individual school in the service area on a weekly basis. No minimum dollar or case amount will be required for the weekly delivery. It is understood that deliveries are not to be made when school is not in session with exception of the opening of school. Calendars will be provided to the successful bidders to designate off-school days. When school is cancelled because of inclement weather or any other emergency and the delivery truck is already in route, upon arrival the company driver must contact the School Nutrition Director by telephone for instructions. The school system reserves the right to accept the delivery, authorize another acceptance signature, or to return the delivery. If the truck has not left the distributor's warehouse, the delivery will be made on the next day that schools are re-opened unless notified otherwise. The McCreary County Department of Food Service reserves the right to request certain drivers be restricted or replaced.

An emergency delivery communication plan is to be completed and provided for the McCreary County Department of Food Service upon award.

If the vendor fails to deliver an order, the vendor shall take corrective action by either making a special delivery to the school or by arranging for delivery by another vendor. The vendor shall incur any extra cost difference between the price of the originally ordered items and the price of the alternate vendor. This delivery will be made within 48 hours of the original delivery day. The vendor will provide any overtime pay incurred by any of the school district employees if a late delivery occurs.

NOTE: The awarded bidder is responsible for ensuring all the delivery personnel have the correct item numbers and prices loaded into their inventory system upon making delivery to the facility. Items delivered that were not ordered, loaded incorrectly or labeled incorrectly shall be returned without cost to the McCreary County Department of Food Service.

Communication

Nutritional Information: Distributor will provide Product Specification Sheets, CN Label Sheets, Nutrient Data Sheets, and Country of Origin documentation on products listed on the order guide, upon request from the Food Service Director. Nutritional Information Sheets must be provided as manufacturer updates occur and when new products are added to the order guide.

Special Orders: Distributor will provide the procedure for special orders of non-stock products.

Market Trends: The McCreary County Department of Food Service expects the distributor to provide the district with market information relating to product conditions and quality, pricing trends and new products. If appropriate, the distributor shall make recommendations on more appropriate products to use.

Payment Terms

The McCreary County Department of Food Service shall be responsible for making payment to the awarded vendor. Normally, school districts pay bills only after approval from the Board of Education which meets monthly.

Product Specifications

- A. Trans-Fat Free - Food products and ingredients used to prepare school meals must contain zero trans-fat (less than 0.5 grams) per serving.
- B. No items shall be bid that contain peanuts/nuts. Any item bid that contains the statement "may be processed in a facility that contains nuts" or like statement shall be clearly identified on the bid document. The McCreary County Department of Food Service reserves the right to reject any item with this statement. These items will be returned at no cost to the McCreary County Department of Food Service.
- C. Quantities are merely an approximation of the anticipated usage for the 2024-2025 school year, and should not be considered a firm order. The receipt of USDA commodities and changes in student preferences affect purchase quantities.

Product Protection Guarantees

The McCreary County Department of Food Service will have automatic product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Bidders are expected to take immediate action to correct any situation in which product integrity is violated.

Product Safety and HACCP Information

The successful bidder shall provide upon request, the most recent MSDS information sheets for any products the bidder may deliver. It is the bidder's responsibility to comply with all local, state, and federal regulations. Awarded bidder HACCP procedures are to be provided to the McCreary County Department of Food Service upon request.

Processing of USDA Donated Food to End Products

The awarded bidder agrees to comply with USDA National Policy Memorandum FD-119 dated February 13, 2012. Including but not limited to:

- A. The bidder must be approved by the appropriate state agency to participate in the USDA's Net Off Invoice/Value Pass Thru Program.
- B. Only end products with approved end product data schedules, and that meet substitution and grading requirements in 7 CFR 250.30 may be provided.
- C. The district must receive credit for the value of the donated foods contained in the end products through a discount from the gross case price.
- D. The bidder must collaborate with the processor to ensure the McCreary County Department of Food Service is an eligible participant of end products and to ascertain the quantity of end products, or the value of donated food, for which the McCreary County Department of Food Service is eligible.
- E. The bidder must provide notification to the processor of end product sales so that the appropriate inventory draw-down may occur. Further the successful bidder will support the diversion of multiple donated foods to a single end product (e.g. the diversion of cheese, flour, and tomatoes to pizza).

Direct to Manufacturer

The McCreary County Department of Food Service reserves the right to bid direct to manufacturer in order to secure additional incentives and competitive pricing based on the needs of the McCreary County Department of Food Service. The same fixed fee per case amount, submitted with this proposal, will apply to direct manufacturer orders. The awarded bidder agrees to offer assistance to the McCreary County Department of Food Service in any such endeavor, including but not limited to providing manufacturer contact information.

Product Evaluation

Samples requested must be furnished free of expense to the McCreary County Department of Food Service for evaluation. If not destroyed or consumed in testing or evaluating, or required in connection with the award, furnished samples will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

IV. STANDARD TERMS AND CONDITIONS

The following standard terms and conditions along with the specific terms and conditions apply to all proposals submitted. Explain any deviations or exception as a part of the proposal.

Withdrawal of Bid

All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and consideration by the McCreary County Department of Food Service or its designee. The bidder may withdraw a proposal, without prejudice, prior to the published opening date.

Addenda

McCreary County Department of Food Service may issue addenda to the bid after its release.

Pre-Qualification

The McCreary County Department of Food Service reserves the right to pre-qualify any bidder, especially those which has not previously participated in the McCreary County Department of Food Service bid program. Criteria for qualification shall include:

- A. Product Line: The bidder shall provide proof that all items listed are in stock or can be quickly obtained.
- B. Physical Facilities - Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. All food service distributors must maintain refrigeration facilities used for storing chilled and frozen products that meet recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and chilled food shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. The McCreary County Department of Food Service reserves the right to prequalify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation or Ordinance.
- C. Financial Capacity - The potential bidder shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
- D. Service Level - If the McCreary County Department of Food Service does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this bid invitation, then three letters of reference from previous school district customers shall be provided.
- E. Past Performance - The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.

Non-Assignability of Award

The awarded bidder cannot convey this contract to its successors or assigns without the prior, express approval of the McCreary County Department of Food Service.

Warranty

The awarded bidder shall make available and honor all manufacturer's warranties, standard and extended, to the McCreary County Department of Food Service.

Recalls

The awarded bidder shall notify the McCreary County Department of Food Service immediately of any product recalls. The awarded bidder will issue a credit or comparable substitute for any delivered, recalled product at the McCreary County Department of Food Service's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded bidder.

Returns

The successful bidder must provide a Return Material Authorization within one (1) working day of the request by the McCreary County Department of Food Service. Bidder must restock returned materials at no charge (special order and custom crafted items excluded).

Record Keeping

The awarded bidder shall provide access to the McCreary County Department of Food Service, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225. All records should be retained for 3 years or if an audit is in progress, until it is closed.

During the life of any contract awarded as a result of this bid, the successful bidder must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.

Liability

The awarded bidder agrees to protect, defend, and save harmless the McCreary County Department of Food Service from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded bidder further agrees to indemnify and save harmless the McCreary County Department of Food Service from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the bidders, his servants or agents. The awarded bidder will hold the McCreary County Department of Food Service harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded bidder.

The successful bidder will maintain public liability insurance on all vehicles used in deliveries and will be responsible for all damages done while these vehicles are on school property.

Statement of Non-Collusion

By my signature on the proposal certification (Attachment B), I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040: 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). The costs quoted in the bid response 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. The 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 be communicated to any such person prior to the official opening of the bid or bids. Bidder certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards. The McCreary County Department of Food Service Request for Proposal process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the bid response and the actions taken by the bidder in preparing and submitting the bid response are in compliance with above sections of the Model Procurement Code. The bidder is legally entitled to enter into contracts with agencies and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of the McCreary County Department of Food Service, 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 membership 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.

Certification Regarding Lobbying

The "Certification Regarding Lobbying" form is included with the bid invitation and must be signed, dated, and included with the bid response.

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 McCreary County Department of Food Service.

Certification Concerning Disbarment and Suspension

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD-1048 (1-92)) is included with the bid invitation and must be signed, dated, and included with the bid response.

The contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) or the Excluded Parties List System (EPLS), 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."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the McCreary County Department of Food Service. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the McCreary County Department of Food Service, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Buy American Provision

(See Attachment E)

The bidder will abide by the Buy American Provision added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)). This provision requires all school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable (7 CFR Part 210.21(d)). Federal regulations require that all foods purchased for the Child Nutrition Program be of domestic origin to the maximum extent practicable.

Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The bidder will provide documentation to the McCreary County Department of Food Service prior to shipment for each product. Documentation must include item number, item description, country of origin, and exception rationale (if not a domestic product). Allowable exceptions to the Buy American Provision are limited to: 1) the product is not produced or manufactured in the United States in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and 2) competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the school.

If the respondent feels the cost of the domestic product is significantly higher, they must list the price of the domestic product as well as the non-domestic product price on the bid worksheet along with the Country of Origin. The decision to purchase the domestic or non-domestic product will rest with the Director of Food Service.

Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

Small and Minority Businesses, Women's Business Enterprises, Labor Surplus Area Firms

Federal Regulations require School Food Authorities to use small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms whenever possible. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- A. The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible.
- B. Affirmative steps include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (B)(1) through (5) of this section.

REMEDIES

See clauses below for remedies that address administrative, contractual, or legal remedies in instances where contract terms are breached or violated and the assigned sanctions or penalties as deemed appropriate.

Contract Suspension

The McCreary County Department of Food Service may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance.

Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded bidder agrees that they have no legal recourse of any nature against the McCreary County Department of Food Service except for services that are due for prior purchases under the awarded contract. The decision of the McCreary County Department of Food Service regarding suspension and/or termination is final.

Termination for Convenience

The McCreary County Department of Food Service reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The McCreary County Department of Food Service, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

Termination for Cause (Default)

The McCreary County Department of Food Service may terminate the resulting contract for non-performance, as determined by the McCreary County Department of Food Service, for such causes as:

- A. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the McCreary County Department of Food Service is not in its best interest, or failure to comply with the terms of this contract;
- B. Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- C. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- D. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

The McCreary County Department of Food Service will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the their satisfaction within ten (10) calendar days, the McCreary County Department of Food Service may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

Demand for Assurances

In the event the McCreary County Department of Food Service has reason to believe Distributor will be unable to perform under the contract, it may make a demand for reasonable assurances that Distributor will be able to timely perform all obligations under the contract. If Distributor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the contract.

Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the McCreary County Department of Food Service prevails, Distributor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

Compensable Damages for Breach

Distributor agrees that the following items shall be included as compensable damages for any breach of a contract with the McCreary County Department of Food Service.

- A. Replacement costs
- B. Cost of repeating the competitive bidding procedure expenses
- C. 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 the McCreary County Department of Food Service for any other damages occasioned by the Distributor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

Other Conditions

- A. The awarded bidder shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and/or services.
- B. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- C. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against the McCreary County Department of Food Service shall be filed in the local jurisdiction.
- D. The bidder assures the McCreary County Department of Food Service they are conforming and will continue to conform to the provision of the Civil Rights Act of 1964 as amended.
- E. The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- F. The awarded bidder shall retain all required records for three years after the McCreary County Department of Food Service make final payments and all other pending matters are closed.
- G. The awarded bidder shall retain all required records for three years after the McCreary County Department of Food Service make final payments and all other pending matters are closed (7 CFR).
- H. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the Director of Food Services at the McCreary County Board of Education and understands and agrees that they will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, and the Federal awarding agency, or USDA. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.
- I. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the Director of Food Services at the McCreary County Board of Education and understands and agrees that they will report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, and Federal awarding agency, or USDA. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Federal funds.
- J. The McCreary County Department of Food Service reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this sealed bid, may or may not be awarded.
- K. In the event that the vendor should, by mistake, deliver and invoice items at the wrong price, the school district shall notify said vendor within fifteen (15) working days of the invoice. The vendor will then have fifteen (15) working days to repair the invoice. If the repair of the invoice is not done within said days, the school district may elect to cancel the contract.
- L. The awarded bidder shall provide access to the McCreary County Department of Food Service, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the

purpose of making audit, examination, excerpts, and transcriptions (7 CFR). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225. All records should be retained for 3 years or if an audit is in progress, until it is closed.

- M. The bidder is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- N. The bidder is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). "The successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.
- O. The bidder is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Compliance with the Contract Work Hours and Safety Standards Act. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U.S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 14 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which, such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request

of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

P. The bidder is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Q. The bidder is and shall remain in compliance with Procurement of Recovered Materials pursuant to 2 C.F.R. & 200.322. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

R. PROCESSING USDA FOOD CONTRACTS:

2 CFR 250.31(b) identifies the minimum information that must be included in procurement contracts and solicitations for processed end products containing USDA foods in addition to requirements related to the procurement method used. The goal is to ensure that federal rules requiring full and open competition are followed and to assist SFAs in ensuring that they receive credit for the value of USDA foods in finished end products.

Required information that must be addressed in solicitations and contracts when procuring processed end products containing USDA donated foods:

1. The price to be charged for the end product or other processing service;
2. The method of end product sales that will be utilized and assurance that crediting for donated foods will be performed in accordance with the applicable requirements for such method of sales in §250.36;
3. The value of the donated food in the end products; and
4. The location for the delivery of the end products.

S. PROCUREMENT AGENTS:

USDA Policy Memo SP 05-2017 establishes the guidance that must be followed when procuring a procurement agent who will procure goods and services on behalf of the SFA. The procurement agent must confirm in its response to the solicitation that it will represent the client and will have the client's best interests exclusively in mind when preparing solicitations for publication on the client's behalf. The agent may not have any conflict of

interest, real or apparent. For example, the agent may not use pre-existing contractual relationships in lieu of conducting a competitive procurement on behalf of the Program operator.

When procuring goods or services for their client, agents must follow procedures consistent With 2 CFR 200.317-.327 and applicable program regulations."

USDA Nondiscrimination Statement •

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete the USDA Program Discrimination Complaint Online Form (AD-3027) found online at How to file a Complaint, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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, D.C. 20250-9410;

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Equal Employment Opportunity

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 Part, 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."

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

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 compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

Attachment A

Checklist of Requirements for Proposals

Complete print out of product list (all columns and rows completed)

Extended Price= (Case Price+ Fixed Fee) X Est. Usage: A formula has been entered in column J to calculate the extended price once the case price and fixed fee have been entered. If a different method has been used to calculate the extended price, include a description of the method used with the proposal.

Demonstration of financial stability, such as supplier credit reference

Name and contact information of three school districts or schools of similar size and characteristics that may be contacted for references

Description of procedures: delivery timelines and day of week delivery for each school district, payment terms, change orders, credits, pickups, special orders, communication services and sales staff. Include description of how these functions are managed to facilitate maximum cost savings to the McCreary County Department of Food Service.

Identification of any contract requirements that cannot be fully met.

Completed and sign cover sheet "McCreary County Department of Food Service School and Community Nutrition - Prime

Vendor Proposal" form (Attachment B) - place on top of RFP

Completed and signed form- "Certification Regarding Lobbying" (Attachment C)

Completed and signed form- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD-1048 (1-92))"

(Attachment D)

Attachment B

McCreary County School District
Department of Food Service
SCHOOL & COMMUNITY NUTRITION

VENDOR PROPOSAL

Due 1:00 pm, Wednesday, June 26, 2024

The undersigned hereby offers to provide prime vendor service for food and kitchen supply items as specified in this proposal for the period of July 1, 2024 through June 30, 2025.

I understand that the McCreary County Department of Food Service reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening.

Distributor Name _____

Distributor Address _____

Signature: (authorized representative) _____

Printed Name _____

Title _____

Date _____

Contact Name _____

Title _____

Phone _____

Fax Number _____

Email _____

Attachment C

Permanent Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:

Distributor's Authorized Representative

Title

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete This Form to Disclose Lobbying Activities Pursuant To 31 U.S.C. 1352

Type of Federal Actions: <input type="checkbox"/> Contract <input type="checkbox"/> D Grant <input type="checkbox"/> D Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> D Loan Guarantee <input type="checkbox"/> Loan Insurance	Status of Federal Actions: <input type="checkbox"/> Bid/Offer/ Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	Report Type: <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change <input type="checkbox"/> Post-Award <hr/> For Material Change Only: Year: _____ Quarter: _____ <hr/> Date of Last Report: _____
4. Name and address of Reporting Entity: Prime _____ Sub-awardee _____ Tier____, if known: Congressional District, if known:		
5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:		
7. Federal Program Name/Description:		CFDA Number, if applicable:
8. Federal Action Number, if known:		
9. Award Amount, if known: \$ _____		
Attach Continuation Sheet(s) SF-LLL-A, If Necessary		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> D Actual <input type="checkbox"/> D Planned		

12. Form of Payment (check all that apply)

a. Cash

b. in-kind, Specify: Nature _____ Value _____

13. Type of Payment (check all that apply):

a. retainer

b. one-time fee

c. commission

d. contingent fee

e. deferred

f. other; specify: _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted for payment indicated in item:

Attach continuation sheet (s) SF-LLL, if necessary

15. Continuation Sheet(s) SF-LLL-A attached Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation 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 reported to the Congress semi-annually and 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.

1 _____
Signature:

Print Name:

Title:

Telephone No:

Date:

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 follow-up 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Items 4 checks "Sub-awardee", 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., Invitation for Bid (IFB) 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., "IFB-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 Items 4 or 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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

Attachment D

Instructions for Certifications

Debarment & Suspension

Special Note: Regulations in 7CFR Part 3017.300 provide SFA's with three options for obtaining satisfaction that prospective contractors are not suspended, debarred or disqualified, including: (a) Checking www.sam.gov. When exercising this option, school districts should ensure they document that the bidder/ offeror was checked against the system; or (b) Collecting a certification from that person if allowed by this rule; or (c) Adding a clause or condition to the covered transaction with that person.

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 be proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction", 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant 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 is 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.

Form AD-1048 (6/04)

Attachment D

Debarment & Suspension (Cont.)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency 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 Project Number Name:
Name of Authorized Representative:	Title:
Signature:	Date:

ATTACHMENT E

BUY AMERICAN CERTIFICATION

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

The Buy American provision applies to SFA's located in the 48 contiguous United States and is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meal programs. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, SFA's in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities as determined by the SFA, to meet school meal program needs per 7 CFR 210.21(d)(3). Likewise, SFA's in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities under 42 USC 1760(n)(4).

Section 12(n) of the NSLA defines "domestic commodity or product" as an agriculture commodity in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that "substantially means over 51% from American products". Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

For products procured by the SFA's for use in the Child Nutrition Programs using nonprofit food service funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are: meat/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from territories of the U.S.

Limited Exceptions to the Buy American Provision

There are limited exceptions to the Buy American provisions which allow for the purchase of foods not meeting the "domestic" standard as described above (i.e. "non-domestic") in circumstances when use of domestic foods is truly not practical. These exceptions, as determined by the SFA, are:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Vendors submitting bid response hereby certify compliance and promise to abide by Buy American provisions that products are domestic products produced and processed in the U.S.A. substantially (over 51% of the final processed product) using agricultural commodities that are produced in the U.S.A. (unless excepted in writing.) Additionally, California-made supplies shall be preferred when price, fitness, and quality are equal, pursuant to Government Code Sections 4330-4334 of the State of California

Exempt Items:

Exceptions to the Buy American provisions are very limited; however, an alternative or exception may be approved. The following items included in the bid response from purchased food vendor will be approved based on Exception 1 - the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

McCreary County School District
Department of Food Service
Specification List of Items to Bid
Fruits & Vegetables

Name of Vendor:	Description:	Packed Size	Quantity	Total Price..
	Red Dek, Apple	113-125ct		
USA	FuJi Apples	113-12Sct		\$0.00
USA	Gala	113-12Sct		\$0.00
USA	Honeycrisp	113-125ct		
Import	Bananas	401b case		\$0.00
Import	Bananas	101b		\$0.00
Import	Pineapple, Fresh gold ripe	7ct to Set		\$0.00
Import	Pineapple, Fresh gold ripe	each		\$0.00
USA	Broccoli Crown	201b case		\$0.00
USA	Broccoli Crown	per pound		\$0.00
USA	Broccoli Floret bite size	4/31b		\$0.00
USA	Broccoli Floret bite size	31b bag		\$0.00
USA	Cauliflower head(whole)	12ct		\$0.00
USA	Cauliflower head(whole)	each		\$0.00
USA	Carrots Baby Whole clean	30-1lb case		\$0.00
USA	Carrots Baby Whole clean	lib bag		\$0.00
USA	Carrots snack pack "mini"	100ct-2oz,		\$0.00
USA	Carrots, whole	lib bag		\$0.00
USA	Carrots, (Shredded	Sib bag		\$0.00
USA	Coleslaw mix fresh	4/Sib case		\$0.00
USA	Cabbage Red whole	per pound		\$0.00
USA	Cabbage Green whole fresh	50lb		\$0.00
USA	Cabbage Green whole fresh	per pound		\$0.00
USA	Celery whole	30ct case		\$0.00
USA	Celery whole	each (stalk)		\$0.00
USA	Celery Sticks	Sib case		\$0.00
USA	Celery Diced	Sib case		\$0.00
USA	Celery Sticks	Sib		\$0.00
USA	Cucumber, (est. 66ct case)	Bushel case		\$0.00
USA	Cucumber, med	24ct case		\$0.00
USA	Cucumber, med	12ct case		\$0.00
USA	Radish	14-1lb case		\$0.00
USA	Radish	lib bag		\$0.00
USA	Grapes Red Seedless Fancy	191b case		\$0.00
USA		191b case		\$0.00
USA	Cantaloupe	12ct case		\$0.00
USA	Honeydew	6ct		\$0.00
USA	Green Onions	5.5oz bunch		\$0.00
USA	Kiwi flat	27ct		\$0.00
USA	kiwi volume fill case	117ct		\$0.00
USA	CA Navel Orange	113ct/138ct		\$0.00
	Clementines--Halos/Cuties	10/2ct		\$0.00
	Clementines--Halos/Cuties	let 21b bag		\$0.00
8-1lbflat	Strawberry (market lable)	gallen basket		\$0.00

