

Trigg County Schools
Food Service Department
202 Main Street
Cadiz, KY 42211
(270) 522-2228

Request for Proposal
Serving Line Project

Date Issued: November 15, 2024
Items: Three Serving Line Project
Type Contract: Bid Contract
Bid Opening Date: December 11th, 2024
Bid Opening Time: 1:00 P.M

All bids must be received by the time designated in the invitation none will be considered thereafter.

Mail To/Hand Deliver To: Lisa Marsh
c/o Trigg County Board of Education
202 Main Street
Cadiz, KY 42211

Return envelope MUST be plainly marked "Sealed Bid-Trigg County Board of Education Serving Line Project"

Deadline for Questions and onsite visit: December 4th, 2024 at 1:00 p.m.

Project Completion Date: July 31, 2025

Contact: If you have any questions, concerning this bid contract:
Lisa Marsh
Food Service Director
Lisa.marsh@kyschools.us
(270) 522-2228

This document constitutes a Request for Proposal from qualified individuals and organizations to furnish those services as described herein for Trigg County School.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this RFP.

A contract based on this RFP may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by Trigg County Schools.

The following terms are interchangeable: Trigg County School. The following terms are interchangeable: Solicitation, Request for Proposal, and RFP. The following terms are interchangeable: Offeror, Vendor, Proposer, and Bidder. The following terms are interchangeable: Cost and Price. The following terms are interchangeable: Commonwealth of Kentucky and Commonwealth. The Chief Procurement Officer is the Superintendent of Trigg County Schools.

DEFINITIONS

ADDENDA - Written or graphic instruments issued by the contracting officer prior to the execution of the contract, which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

PROPOSAL - A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (enclosed in a separate envelope) supported by data called for by the RFP documents.

BIDDER - One who submits a proposal for contract with the Board for the work described in the RFP.

BID DOCUMENTS - Bid documents include the Advertisement, Request for Bid, Instructions to Bidders, Bid Form and the Bid Contract Documents, including any addenda prior to receipt of bidders.

RFP - Request for Proposal

All definitions set forth in the General Conditions of the contract for services or in other contract; documents and the Board's Procurement Regulations are applicable to the proposing documents.

Model Procurement Regulations

Model Procurement Regulations adopted by Trigg County Schools shall be deemed incorporated by reference in these specifications as though quoted fully herein. Trigg County Schools function under the Model Procurement Code Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are on file in the Trigg County School Finance Department and may be picked up between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. It is the responsibility of the offeror to be familiar with these regulations.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY

OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFORE.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFORE.

STATEMENT PURSUANT TO KRS 45A.990

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF Trigg COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR, OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF Trigg COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF TRIGG COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER

FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

INSTRUCTIONS AND CONDITIONS

ARTICLE 1 - POSTING

1.1 Hard copies of the RFP and addenda may be picked up at the Trigg County Board of Education, Monday through Friday (except for observed holidays and closures), 8:00 am - 4:00 pm prior to the submission deadline.

ARTICLE 2 - QUESTIONS

2.1 Questions must be submitted in writing via email to lisa.marsh@trigg.kyschools.us or phone no later than **December 4th, 2024 at 1:00 p.m.**

2.2 Any unauthorized contact with any other official or employee of the District in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the Bidder.

ARTICLE 3 - DATE AND TIME OF CLOSING

3.1 Bid will be received until **December 11th, 2024 at 1:00 p.m.** Bids must be received by this deadline to be considered for evaluation.

3.2 Bids received after the scheduled deadline will be considered non-responsive and will not be evaluated.

3.3 Project closure date - **July 31, 2025**

Article 4 – SCOPE OF WORK

The purpose of this RFP is to solicit proposals from qualified vendors to provide serving lines to Trigg County Schools.

206 Lafayette Street

Cadiz, KY 42211

ATTN. LISA MARSH

THE DISTRICT INTENDS TO AWARD THE CONTRACT FOR THE SERVING LINE PROJECT TO THE HIGHEST SCORING RESPONSIVE AND RESPONSIBLE VENDOR PROVIDING THE BEST VALUE TO THE DISTRICT.

FOOD SERVICE EQUIPMENT

SCOPE

General provisions of Contract, General and Supplemental Conditions, and General Requirements apply to this section. This includes, but is not limited to jobsite measurements, trade coordination and supplying equipment as listed.

DESCRIPTION

A. "Food Equipment Contractor" or the abbreviation FEC, or the term bidder, means the person, company or corporation that will contract for the work listed in this section.

B. Food Equipment Contractor's Work includes:

1. All labor, materials and equipment necessary for complete installation (making all final connections) of the food service and related equipment as indicated in these documents.
2. Delivery, unloading, storing, assembly and setting in place of the specified equipment, ready for final connections.
3. Delivery of all loose fittings to other trades and coordination of same, (faucets, valves, etc.)
4. Reasonable protection of all equipment from damage until owner acceptance.
5. Inspection to see that all rough-ins and connections to all mechanical and electrical equipment are made according to the intent of these specifications.

QUALITY ASSURANCE

1. Qualifications: Bidder shall have engineering personnel and facilities to design, detail and fabricate quality food facilities equipment of type and size used on this project.
2. FEC: Must perform site visit to determine/verify size, electrical, and plumbing requirements.
3. Requirements of Regulatory Agencies.
4. Comply with and bear seal of: a. National Sanitation Foundation b. Underwriter's Laboratory National Electrical Code 2005 edition
5. O.S.H.A.
6. International Mechanical Code 2000 and other Uniform Plumbing and Mechanical Codes, State of Kentucky

WARRANTY

A. FEC shall warranty all equipment furnished under this contract against defects in material and workmanship for a minimum period of two (2) years, unless specifically mentioned in this document or the standard factory warranty is longer than two years. Holding cabinets must have a five (5) year warranty. Reach-in Refrigerators must have a three (3) year warranty. All buy-out equipment shall have factory warranty covering one-year parts and labor. Warranty shall go into effect on date of substantial completion or date put into use by Owner, whichever is sooner.

B. Sealed refrigeration units shall be warranted for five (5) years.

C. Owner is not responsible for any expenses involved in servicing of any item furnished under this contract unless it can be shown that said items were misused by Owner or that service call was not necessary.

D. The owner will ask only the FEC for any warranty service or repair and shall not be expected to direct any calls to any other agency for the FEC. Owner calls to other sources may void factory warranties and such costs may be borne by the owner.

E. Owner shall have continued use of defective equipment until replacement is delivered.

Products

A. Materials

1. Sheet Metal (all U.S. Standard Gauges):
2. Stainless Steel, type 302/304 (Type 430 not acceptable) Minimum finish, #3 or 100 grit.
3. Galvanized Steel, tight coat galvanized copper bearing steel.

B. Fabrication

1. General: Where fabrication disturbs the original finish, material shall be polished to match original finish and all corners formed or welded on minimum $\frac{1}{2}$ " radius.
2. Welding- All welds shall be nonporous and free from any imperfections, homogeneous with material itself. Welds shall be radius type ground smooth, integral and polished.

C. Inspection

1. Inspect all submittals to see that they do not conflict with documents published by Owner.
2. The FEC is responsible for verifying all dimensions, quantities, construction details, finished, sizes, etc.
3. Field check locations and sizes of all rough-ins prior to installation of finished floors, walls and ceilings to verify that said rough-ins are in correct position and where shown on FEC's drawings.

D. Specifications

1. On site visit with food service director to measure the current serving line and requirements of the food service current serving line to meet on all needs of K-12 serving line.
2. FEC will be responsible for make final electrical, water, and waste connections.
3. The duties of the FEC in relation to other trades: The FEC shall coordinate and to be responsible relating information to other trades.
4. All equipment resting against walls, floors, ceilings, masonry bases and/or other equipment shall be sealed with silicone sealer, as specified.
5. The FEC is responsible during the progress of the project for protection of his/her equipment against fire, theft, damage, etc., until the date of final acceptance by Owner.
6. Blue print drawing of proposed serving line will be provided to food service director before bid opening.

E. Testing, Demonstration, Instruction

1. After utility connections have been made to all equipment, FEC shall conduct final tests of equipment in the presence of the Owner and/or their duly authorized representatives to ensure that all equipment will be ready for Owner operation when required.

2. The FEC shall thoroughly instruct Owner and/or Owner's duly authorized representative in the operation of all equipment, item by item, including fabricated equipment.
3. Instruction shall include the care and cleaning of all equipment and a complete demonstration of operation. Follow-up instruction shall be provided as needed.
4. The FEC's installation supervisor is required to be at the project during normal working hours the first day of complete Owner operation to assist Owner in complete operation.
5. The FEC shall deliver three (3) sets of maintenance manuals as specified to Owner or Owner's duly authorized representative and shall thoroughly instruct owner in the complete contents of said manuals.

F. Cleaning

1. All trash material caused by FEC's installation shall be removed by the FEC from the project site daily.
2. Before final inspection and Owner operation of the facility, the FEC shall remove all protective coverings from his equipment and thoroughly clean and service all items.

Additional Terms and Conditions

Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Bid prices must include transportation and delivery/service to the building as specified and include installation.

Awarded KEC to deliver, set in place, and make ready for final connection for Trigg County Maintenance Department.

Remove and dispose of any packaging from transport of serving units.

Schedule installation with Food Service Director, Lisa Marsh to ensure school activities are not disrupted.

Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and should not be construed to exclude bids based on furnishing other types of materials or service. However, any substitution or departure proposed by the bidder must be clearly noted and described. Otherwise it is understood that the bidder intends to supply items specifically mentioned in this bid invitation. Trigg County Schools reserves the right to determine if materials offered are the type and quality required. Trigg County Schools desires to bid a preferred brand or an Approved Equivalent. The Bidder takes full responsibility of all charges associated with the use of Alternate Equipment.

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

If awarded an order or contract, bidder agrees to protect, defend and save harmless the district from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the contractor, his servants or agents.

If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.

This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Unit price shall prevail in calculations. Cash discount allowances for early payment shall not be considered in recommending bid award.

Fuel Surcharges and other similar charges are not permitted.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsible and ineligible for award.

The Trigg County Schools must approve the initial and subsequent delivery schedules. No product is to be left outside the school under any circumstances.

The successful bidder must have each delivery checked by the cafeteria manager and leave a copy of the itemized delivery ticket with her/him. If the successful bidder is unable to make delivery during the time designated, notification must be made to the Trigg County Schools.

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when Trigg County Schools may have to seek other interim product sources.

In case of default by the successful bidder, Trigg County Schools following verbal or written due notice - may procure necessary supplies from other sources and hold the contractor responsible for excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract.

A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

Bidder agrees to abide by any reasonable request made by Trigg County Schools regarding implementation of this contract.

Successor in Interest or Contractor Name Changes: No assignment of this contract without specific, written pre-approval of Trigg County Schools. Failure to get this written, pre-approval by Trigg County Schools shall VOID the assignment and the contractor on this bid shall remain responsible for continued compliance with terms of this bid/response.

It is the policy of Trigg County Schools that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" shall be presumed to contain asbestos unless the manufacturer provides written certification or Material Safety Data Sheet (MSDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP -or AIHA- certified laboratory that the material does not contain asbestos.

ARTICLE 1 - AWARD OF CONTRACT

Upon determining that the proposals received from the bidders constitute a competitive range wherein the best interests of the school system shall be served, the contract will be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.

ARTICLE 2 - DISCUSSION OF PROPOSALS

2.1 School Nutrition Director may conduct post negotiations of technical aspects of the proposals, items, and/or prices after reviewing all proposals submitted. These negotiations will involve only bidders who submit proposals which fall within the competitive range.

2.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.

2.3 The District reserves the right to seek BEST and Final Offers from vendors.

ARTICLE 3 - TREATMENT OF PROPOSALS

3.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. After award of contract(s), all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.

3.2 A contract may be awarded based on the proposals as submitted, or the District may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

ARTICLE 4 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

4.1 All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the A Trigg County Schools or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.

4.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals prior to the closing time designated for receipt of proposals.

4.3 Any modification shall be so worded as not to reveal the amount of the original proposed cost. To do so will render the modification and original proposal invalid.

4.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 5 - INTERPRETATION OR CORRECTION OF RFPs

5.1 Bidders shall promptly notify the School Nutrition Director of any ambiguity, inconsistency, or error that it may discover upon examination of the ITBs or of the local conditions.

5.2 Any interpretation, correction, or change of the ITB will be made by addendum, issued by the School Nutrition Director, and posted to the Trigg County Schools website. Vendors are encouraged to check the

website often. Interpretations, corrections, or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, and changes.

ARTICLE 6 – ADDENDA

6.1 Addenda will be posted to the district website- <https://www.Trigg.kyschools.us> and will also be available in hard copy form at the Trigg County Board of Education 202 Main Street Cadiz, KY 42211. It is important for vendors to check the website often for posted addenda.

6.2 Each bidder shall determine prior to submitting his proposal that it has received all addenda issued. Offerors are responsible for submitting proposals using the latest version and addenda of the RFP.

ARTICLE 7 - RIGHT TO REJECT

7.1 Trigg County Schools reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. Trigg County Schools also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.

7.2 Grounds for the rejection of proposals include but shall not be limited to:

- (a) Failure of a proposal to conform to the essential requirements of the RFP.
- (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
- (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
- (d) Submitting a proposal determined by the School Nutrition Director in writing to be unreasonable as to price.
- (e) Proposals received from offerors determined not to be responsive or responsible offerors.
- (f) Proposals received from offerors determined not to be qualified based on current or on past performance on Trigg County Schools projects.

ARTICLE 8 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

8.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFPs issued by the Board.

8.2 Technicalities or minor irregularities in proposals which may be waived when the School Nutrition Director determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The School Nutrition Director may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 9 - FAILURE TO RESPOND

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 10 - ACCEPTANCE BY BOARD

10.1 If awarded the contract, the prices will then be firm for the time period of six months or until project completed.

10.2 All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by a person signing quote. Corrections made with correction tape or fluid are also to be initialed.

10.3 It is the intent of the District to award a contract(s) in due course and after a reasonable proposal evaluation, period to the most responsive and responsible offeror(s) considering all requirements set forth in the ITB, provided the acceptable proposed sum is within budgeted funds.

10.4 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 11 - FORM OF AGREEMENT (CONTRACT) BETWEEN BOARD AND CONTRACTOR

Unless otherwise provided in the ITB, the agreement to contract will be written on a form of agreement between Board and offeror bound by reference of the ITB.

ARTICLE 12 - TABULATIONS

Tabulations will be made by the School Nutrition Director and other district assigned personnel. Upon contract executions(s), vendors may contact the Buyer for copies of the tabulations. Until such time, Offerors are requested not to call the Finance Department for tabulation.

ARTICLE 13 - PRICES

Prices quoted herein or as negotiated by the parties are to remain firm for the project described in this ITB. Prices for additional items/services, within the scope of this RFP, may be negotiated by the parties.

ARTICLE 14 - EXCUSE FOR NON-PERFORMANCE

The successful offeror(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

ARTICLE 15 – PENALTIES

In case of default by the vendor, Trigg County Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the

contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

Termination for Convenience

The Chief Procurement Officer may make a written determination at any time that the contract shall be terminated for the convenience of the District and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.

The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed and said statement shall be paid by the Board according to the procedure set forth in the existing contract

The determination made by the Chief Procurement Officer and, as the case may require, shall be final and conclusive as to the necessity for termination for convenience. No party to an existing contract shall have the right to appeal from said determination as it shall be final and conclusive.

ARTICLE 16 - TAXES

18.1 Kentucky Sales and/or Use Tax 26 (a) Proposers are informed that service contracts of the Board of Education of Trigg County Schools, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.(b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

18.2 - Federal Excise Tax The Board of Education of Trigg County Schools, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their bid.

18.3 - Deductions for Taxes, Worker's Compensation, etc.

(a) The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law.

(b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

ARTICLE 17 - NON-DISCRIMINATION

During the performance of Contracts resulting from this ITB, the Offer agrees as follows:

18.1 The Offeror shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Offeror shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation. Such action shall include, although not 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 Offeror agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

18.2 The Offeror shall in all solicitations and/or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation.

18.3 The Offeror shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements, and employment practices it shall perform.

ARTICLE 18 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority businesspersons. For assistance in identifying minority offerors and subcontractors, contact the Minority and Women Business Enterprise Certification Program at 502-564-8099 or by email at Finance.MWBE@ky.gov, or the Office of Equal Opportunity and Contract Compliance at 502.564.2874 or by email at Finance.ContractCompliance@ky.gov

ARTICLE 19 - SERVICES EVALUATION

If it is later established that said services fail to comply with these specifications and conditions, the contract will be canceled. This will be done only after the offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

ARTICLE 20 - REIMBURSEMENT/COSTS

Trigg County Schools will not reimburse offerors for costs associated with the preparation, submission, or requested clarification of any proposal.

ARTICLE 21 – FUEL SURCHARGES

Awarded contractor(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges MUST be included in your bid price.

ARTICLE 22 - TOBACCO-FREE CAMPUSES

Smoking or the use of any tobacco product is not permitted on any Trigg County Schools property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

ARTICLE 23 - TERMINATION

Contracts may be terminated at any time on 30 days' notice upon the mutual agreement of both parties, or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way. The termination may be per line item or entire contract.

ARTICLE 24 - ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access 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.

ARTICLE 25 – PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items as agreed upon in the Contract - within 48 hours (or as mutually agreed) - shall be considered a default. A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the Offeror and the school district. Modifications, additions, or changes to the terms and conditions of this RFP may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms.

ARTICLE 26 - BUY AMERICAN

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.

ARTICLE 27 - DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

The vendor shall fully disclose all discounts, rebates, allowances, and incentives received from its suppliers. The vendor must disclose and return to the Trigg County Schools, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits that are received based on any purchases made on behalf of the District.

ARTICLE 28 - COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts: Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.

The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditures - No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit contractor receiving payments in excess of the contractor's actual net allowable costs.

ARTICLE 29 - CERTIFICATIONS AND ASSURANCES

The United States Department of Agriculture (USDA) requires vendor(s) awarded contract(s) on National School Lunch Program (NSLP), National School Breakfast Program (NSBP) or associated Nutrition Services contract to certify and assure that they will comply with all of the applicable requirements of items 1-13 as listed below. Vendor(s) also agree these items may be amended from time to time, including adding appropriate provisions to all contracts between Trigg County Schools and for-profit Contractors:

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) 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). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(4) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Online Form, (AD-3027) found online at How to file a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provide.

RETURN ORIGINAL, SIGNED BID TO:

Trigg County Board of Education

Lisa Marsh

202 Main Street

Cadiz, KY 42211

Bidder's Firm Name: _____

Address: _____

Telephone Number: _____

AUTHORIZED SIGNATURE: _____

Contract Administrator:

Name: _____

Title: _____

Phone: _____ **Extension** _____

E-mail: _____ **Fax:** _____

Mailing Address if different from above:

Acknowledgment of Addenda Number(s) _____ **Initials of person preparing bid** _____

RETURN THIS PAGE WITH BID FORM

The Bid shall be awarded based on the best value to the Trigg County Food Service Department and this determination shall be made solely by this office.

The award shall be determined by these items and weighted accordingly.

55pts. Overall Price

10pts On-site Visit

20pts. Installation Timeline

15pts. Quality of References, contacts and prior work for Trigg County Schools

Total Possible Score 100 pts.

CHECKLIST OF ITEMS TO INCLUDE WITH BID SUBMISSION

_____ Signature/Date on Page Seventeen

_____ Taxpayer Identification Number (if not a Corporation)

_____ Requirements Bidder has or shall need if awarded the Bid (if required)

_____ Documents necessary to initiate contractual relationship between Bidder and Trigg County Schools (if required)

_____ Response Sheet

_____ 3 Written references from school districts or learning centers

_____ Onsite Visit

Thank you for providing this information:

1. I shall ☐ shall not ☐ extend this contract to other state governmental agencies.

2. ☐ Yes, I am a minority or woman owned business.

☐ No, I am not a minority or woman owned business.

Please provide:

Taxpayer Identification Number _____/_____

OR

Social Security Number Employer Identification Number _____/_____/_____

RETURN THIS PAGE WITH BID FORM

Bid Form

Three Serving Lines

Name of Company: _____

Person Completing Bid: _____

Phone and Extension: _____

TOTAL BOTTOMLINE BID \$ _____

RETURN THIS PAGE WITH BID FORM

☐ APPROVED ☐ REVISE AND RESUBMIT
☐ APPROVED AS NOTED ☐ REJECTED

This drawing must be checked, signed, and returned before fabrication begins. Please verify all dimensions, equipment positions, finishes, breath guard mounting, and clearances.

SIGNATURE_____

DATE _____

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1236 N. 18th Street
Sheboygan, WI 53081

vollrathfoodservice.com

[illegible]TRIGG COUNTY
SCHOOLS

PROJECT NUMBER	Q28377	
REFERENCE		
DATE	N/A	
SCALE	NTS	
DESIGNER	EK	STANDARD

VOLLRATH
RENDER

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