

Carlisle County School District

REQUEST FOR PROPOSAL

Carlisle County Food Service Walk-in Freezer/cooler unit

DATE: Tuesday, February 10, 2026

TIME: 12:00 (Noon)

LOCATION: Carlisle County Public Schools
4557 ST RT 1377
Bardwell, Ky

REFERENCE	<u>Carlisle County Food Service: Walk-In Freezer/Cooler Unit</u>
PUBLIC NOTICE DATE	<u>February 10, 2026</u>
OPENING DATE & TIME	<u>February 10, 2026, 12:00 Noon</u>
CLOSE DATE:	<u>March 9, 2026, 2:00 p.m.</u>
ITEMS:	<u>Walk-In Freezer/Cooler Unit</u>

STANDARD TERMS AND CONDITIONS

- 1. PURPOSE:** The Carlisle County Board of Education solicits proposals that would, if accepted by the Carlisle County Board of Education or its designee, establish contracts, with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the proposal specific terms and conditions.
- 2. INSTRUCTIONS FOR OFFERORS:** These standard terms and conditions along with the proposal-specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. Carlisle County Board of Education may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and the proposal, specific terms the proposal's specific terms will govern. The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at carlisle.kyschools.us, on the public notice date and until the Carlisle County Board of Education or its designee has taken official action, will be posted to the above website.
- 3. PROPOSAL FORMS AND RETURN INSTRUCTIONS:**
Proposals must be delivered in a sealed envelope to the address below no later than 2:00 pm CST on March 9, 2026. E-mailed and faxed proposals will not be accepted. Proposals received after the stated opening time and date will be returned unopened.

**Carlisle County Board of Education
c/o Lacinda Bass
4557 ST RT 1377
Bardwell, KY 42023**

lacinda.bas@carlisle.kyschools.us

Carlisle County Board of Education cannot assume responsibility for any delay due to the failure of the mail or delivery services to deliver proposals on time. The offeror acknowledges that the offeror has read this invitation, understands, and agrees to bind by its terms and conditions.

SEE ATTACHED CHECKLIST OF DOCUMENTS TO RETURN AT THE END OF THIS DOCUMENT.

- 4. QUESTIONS:** For questions or additional information, relative to this proposal invitation contact Lacinda Bass at lacinda.bass@carlisle.kyschools.us or phone 270-628-3800x6.

- 5. PROCUREMENT CONSIDERATIONS:** Carlisle County Board of Education conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations, and rules.

All procurement transactions must be conducted in a manner that provides full and open competition.

Carlisle County Board of Education shall make positive efforts toward procuring and utilizing small and minority-owned sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by Carlisle Board of Education shall ensure that unnecessary or duplicative items are not purchased.

All Carlisle County Board of Education proposals and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used, as a means to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by proposals/offers.

A contract will be entered into by the Carlisle County Board of Education with only responsible offerors who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as the offeror's integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

Carlisle County Board of Education shall follow the principles of cost or price analysis in the review and evaluation of proposals to determine if the offeror meets the requirements or reasonableness, allocability, and allowability.

6. ERROR IN PROPOSAL:

No proposal may be altered or amended after the specified time and date set for the proposal opening. The Carlisle County Board of Education or its designee reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest. Carlisle County Board of Education may allow the withdrawal of a proposal where there is apparent error on the face of the proposal document, or where the offeror presents sufficient evidence, substantiated by proposal worksheets, that the proposal was based upon an error in the formulation of the proposal price.

7. WITHDRAWAL OF PROPOSAL:

All proposals shall be valid for thirty (30) days from the proposal opening date to allow for tabulation, study, and consideration by the Carlisle County Board of Education or its designee. The offeror may withdraw a proposal, without prejudice, prior to the published proposal opening date.

8. ADDENDA:

Carlisle County Board of Education may issue addenda to the proposal after its release.

9. REVIEW:

After the public opening of proposals received from the Proposal Invitation, district staff will review the results, develop a preliminary tabulation, and may contact the offeror for clarification only.

10. PROTEST PROCEDURES:

The Carlisle County Board of Education or its designee shall have the authority to determine protests and other controversies of actual or prospective Offerors in connection with the solicitations or selection for the award of a contract.

Any actual or prospective offeror, who is aggrieved in connection with solicitation or selection for the award of a contract, may file a protest with the Carlisle County Board of Education. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after the award. All protests or notices of other controversies must be in writing and addressed to:

Carlisle County Board of Education

c/o Lacinda Bass

4557 ST RT 1377

Bardwell, KY 42023

lacinda.bass@carlisle.kyschools.us

The Carlisle County Board of Education or its designee shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the Carlisle County Board of Education shall be final and conclusive.

11. PRE-QUALIFICATION:

Carlisle County Board of Education reserves the right to pre-qualify any offeror; especially those not previously participated in a Carlisle County Board of Education proposal. Criteria for qualification shall include:

- a. **Product Line:** The offeror shall provide proof that all items listed in the catalog are in stock or quickly obtained.
- b. **Physical Facilities:** The offeror 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 the recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and chilled food shall follow the AFDOS code as recommended by the Federal Food and Drug Administration. Carlisle County Board of Education reserves the right to prequalify any or all offerors and to reject any offeror 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, follow the United States Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation, or Ordinance. Offeror must be able to provide documentation that the company is HACCP approved or has a food safety program based on the process approach to HACCP principles written and in place.
- c. **Financial Capacity:** The offeror 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 Carlisle County Board of Education does not have adequate historical data to determine the offeror's ability to comply with the service level requirement outlined in this proposal, then three letters of reference from previous school district customers may be requested.
- e. **Past Performance:** The offeror 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.

12. NON-ASSIGNABILITY OF AWARD:

The awarded offeror cannot convey this contract to its successors or assigns without the prior, express approval of the Carlisle County Board of Education or its designee.

13. TRANSMITTAL OF ORDERS:

Carlisle County Board of Education shall issue purchasing guidelines to members. The members may use formal purchase orders in ordering from the awarded offeror, if required by the district. The successful offeror acknowledges that orders from Carlisle

County Board of Education members transmitted on the member's behalf are acceptable. The offeror shall accept orders electronically from Carlisle County Board of Education and/or members.

14. QUANTITIES:

It shall be understood that the proposal contract will not obligate Carlisle County Board of Education or its members to purchase from the proposal contract. Any quantities used are from history and are only to estimate volume.

15. WARRANTY:

The awarded offeror shall make available and honor all manufacturer's warranties, standard and extended, to all Carlisle County Board of Education.

16. RECALLS:

The awarded offeror shall notify Carlisle County Board of Education and its members immediately of any product recalls. The awarded offeror will issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded offeror.

17. DAMAGED PRODUCTS:

Carlisle County Board of Education will be given credit for all damaged items.

18. LIABILITY:

The awarded offeror agrees to protect, defend, and save harmless Carlisle County Board of Education and members 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 offeror further agrees to indemnify and save harmless Carlisle County Board of Education and members 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 offerors, his servants or agents. The awarded offeror will hold Carlisle County Board of Education and participating members harmless for any and all damages resulting from the consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded offeror.

19. ACCOUNTING PRACTICES:

During the life of any contract awarded as a result of this proposal, the successful offeror 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.

20. PENALTY:

The offeror agrees to provide total requirements as listed herein, thereby minimizing

occurrences when a member may have to seek other interim product sources.

21. PRODUCT AND SAFETY INFORMATION:

It is the offeror's responsibility to comply with all local, state, and federal safety regulations.

22. CONTRACT SUSPENSION:

Carlisle County Board of Education 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 offeror agrees that they have no legal recourse of any nature against Carlisle County Board of Education or member entities except for services that are due for prior purchases under the awarded contract. The decision of Carlisle County Board of Education regarding suspension and/or termination is final.

23. ADMINISTRATIVE/CONTRACTUAL/LEGAL REMEDIES:

Carlisle County Board of Education may terminate the resulting contract for non-performance, as determined by Carlisle County Board of Education, 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 Carlisle County Board of Education 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 creditor, 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 the 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.

24. DEMAND FOR ASSURANCES:

In the event, that Carlisle County Board of Education has reason to believe the Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that the Contractor will be able to timely perform all obligations under the

Contract. If the Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

25. NOTIFICATION:

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

26. ATTORNEY FEES:

If either party deems it necessary to take legal action to enforce any provision of the contract, and in the event Carlisle County Board of Education prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

27. COMPENSABLE DAMAGES FOR BREACH:

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with Carlisle County Board of Education.

- a. Replacement costs
- b. Cost of repeating the competitive proposal procedure expenses
- c. Expenses incurred as the result of a delay in obtaining replacements.

28. OTHER CONDITIONS:

- a. The awarded offeror shall comply 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 the 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 Carlisle County Board of Education shall be filed in the Carlisle County Circuit Court of the Commonwealth of Kentucky.
- d. Any suit action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against any participating member shall be filed in the participating member's local jurisdiction.
- e. The offeror assures Carlisle County Board of Education they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- f. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued

upon request.

- g. The awarded offeror shall provide access Carlisle County Board of Education and member entities, 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 to make audit, examination, excerpts, and transcriptions. 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 § 200.
- h. The awarded offeror shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 200.
- i. The awarded offeror shall retain all required records for three years after Carlisle County Board of Education makes final payments and all other pending matters are closed.
- j. Prices must be stated in units of quantity as specified and extended in the total column for each item and/or lot.
- k. Proposal prices must include transportation and delivery/service to the building as specified and include installation.
- l. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror 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 offeror intends to supply items specifically mentioned in this proposal invitation.
- m. Carlisle County Board of Education reserves the right to determine if materials offered are the type and quality required. Carlisle County Board of Education desires to bid a preferred brand or an Approved Equivalent. The
- n. Kitchen Equipment Contractor (KEC) takes full responsibility of all charges associated with the use of Alternate Equipment.
- o. Samples requested must be furnished free of expense to Carlisle County Board of Education. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

29. TERMINATION FOR CAUSE:

Carlisle County Board of Education may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SFA, upon request, with adequate assurances of future performance. The SFA shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date. In the event of

termination for cause, the SFA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SFA for any and all rights and remedies provided by law. If it is determined that the SFA improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The Contractor may also terminate this contract under the same set of aforementioned conditions.

30. TERMINATION FOR CONVENIENCE:

Carlisle County Board of Education may terminate this contract for any reason, provided that the SFA shall be required to provide the Contractor with a prior sixty (60) days written notice of the effective date of such termination. The Contractor may also terminate this contract under the same set of aforementioned conditions.

31. EQUAL EMPLOYMENT OPPORTUNITY:

The applicant hereby agrees that it will incorporate or cause it 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 5 This institution is an equal opportunity provider. Last updated: 01/2023 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:

(1) 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 actions 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 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 6 This institution is an equal opportunity provider. Last updated: 01/2023 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 subcontract or 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 subcontractors 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.

32. DAVIS-BACON ACT:

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.

33. COPELAND ANTI-KICKBACK ACT:

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.

34. CLEAN AIR ACT:

- a. 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.
- b. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (insert name of the applicant entering into the contract) 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.
- c. 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.

35. FEDERAL WATER POLLUTION CONTROL ACT:

- a. 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.
- b. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (insert name of the applicant entering into the contract) 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.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.”

36. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:

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), 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 Carlisle County Board of Education. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Carlisle County Board of Education, 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. **SEE THE ATTACHED FORM AT THE END OF THIS DOCUMENT**

37. BYRD ANTI-LOBBYING AMENDMENT:

Contractors that apply or proposal for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite

for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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. **SEE THE ATTACHED FORM AT THE END OF THIS DOCUMENT**

38. COST REIMBURSABLE CONTRACTS:

- a. 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.
- b. 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);
or
- c. 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;
- d. 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;
- e. 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;
- f. 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 the conclusion of the contract; and
- g. 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.

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

40. The bidder is and shall remain in compliance with all local, state, and national

requirements for employee background checks.

- p. By submitting this document, the bidder certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
- q. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of Carlisle County Board of Education or member institution, elective or appointive, who shall take, receive, or bid 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.
- r. Carlisle County Board of Education 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.
- s.

PROPOSAL SPECIFIC TERMS AND CONDITIONS

1. PARTICIPATING MEMBER INSTITUTIONS:

Any institution that is a member of Carlisle County Board of Education (hereinafter referred to as member or members) is eligible to utilize the Awarded Contract; however, this does not mean that all members will participate. This statement of intent does not obligate any district to utilize this proposal.

2. AWARD:

After reviewing the proposals, the Carlisle County Board of Education or its designee may accept one or more proposal contracts based on the needs of the members. The bid committee members will score all relevant proposals using the following criteria:

Category	Points Available
Price	60

Item Availability	20
Experience (History and/or References)	10
Quality of Service (Delivery, Installation, Billing)	10

The RFP committee scoring will serve as a recommendation to the Carlisle County Board of Education. However, only the Carlisle County Board of Education has the authority to make an award and issue a contract. Awards will be made to the highest-scored responsive and responsible offeror on a member-by-member basis. Offerors deemed not responsive and/or not responsible will be rejected and no further evaluation of their proposal submission will occur.

3. SOLICITATION OF QUOTES:

Carlisle County Board of Education members may exercise their rights to solicit quotes on all non-proposal items from the offeror in accordance with all rules, regulations, and governing small purchase procedure policies. Quotes for non-proposal items shall be at the price mutually agreeable between the offeror and the district and shall be inclusive of all delivery and other associated fees.

4. PRICING:

All proposal prices must include transportation, delivery and any installation charges to the member location specified during ordering. Fuel surcharges and other similar charges are not permitted.

5. EQUIPMENT SPECIFICATIONS:

Carlisle County Food Service Walk-in freezer/Cooler unit

- **Louisville Cooler Manufacturer Model: Custom or Equivalent**
- **Walk-in Cooler and Walk-in Freezer**
- **5" recessed floor**
- **(2) doors w/aluminum tread plate on the exterior and interior**
- **In and out kick plates**
- **(LED lights**
- **(2) LED door lights**
- **Digital thermometer**
- **Vent port**
- **(1) Door heater**
- **(2) Door closer**
- **Partition wall**
- **24-gauge white stucco embossed galvalume interior and exterior**
- **Interior floors .125" aluminum tread plate**
- **NSF**
- **UL**
- **Class 1 foamed in place CFC and HCFC free polyurethane insulation bonded with adhesive trim for top, sides, and floor base.**
- **Cooler- 4" urethane walls**

- **5" urethane ceiling**
- **Freezer- 5" urethane walls**
- **Air-cooled remote refrigeration system.**
- **Copper drain lines**
- **Cooler- Scroll air cooled unit (HP based on recommendation for box size)**
- **Freezer – Scroll air cooled unit (HP based on recommendation for box size)**
- **Room Thermostat**
- **Electric Defrost Timer**
- **Liquid Line Solenoid**
- **Outdoor condenser**
- **Cooler- Evaporator**
- **Freezer-Evaporator**
- **TXV**
- **1 parts and labor**
- **4 -year additional compressor warranty**
- **10-year warranty on walk-in panels**

6. ADDITIONAL SPECIFICATIONS:

DRAWING REFERENCE:

Offerors shall review Attachment A – Conceptual Drawing of the proposed walk-in cooler and freezer unit. The drawing is provided for reference only to illustrate general layout and configuration. Offerors are responsible for verifying all dimensions, utilities, and site conditions prior to proposal submission. Final design, engineering, and installation details shall be the responsibility of the awarded offeror.

a. Turnkey service

PROJECT SCHEDULE AND COMPLETION REQUIREMENTS

The awarded offeror shall coordinate all labor, materials, equipment delivery, installation, testing, and commissioning to ensure the project begins immediately following the conclusion of the 2025–2026 school year.

All work associated with this project, including delivery of equipment, demolition of existing units, installation, startup, testing, and final acceptance, must be fully completed and operational no later than July 22, 2026.

The offeror shall ensure that the installation schedule minimizes disruption to School Nutrition operations and complies with all applicable local health department regulations, Kentucky Department of Education School Nutrition requirements, and manufacturer specifications. Failure to meet the required completion date may be considered a material breach of contract.

b. Drawings and project data

c. Mechanical, electrical and plumbing work

d. A site visit prior to offeror proposal submission to verify existing space, cooling, electrical, and plumbing custom specifications

- e. In person/Virtual Meeting:
 - One month prior to demolition and installation a project meeting will be held with the offeror, School Nutrition Director, Maintenance Director, and Cafeteria Managers
- f. Freight
- g. Delivery to include:
 - Unload
 - Store
 - Uncrate
 - Assembly
 - Set walk-ins in place
- h. Labor, materials, and equipment for complete demolition and installation
- i. Demolition:
 - Removal of all existing walk-ins
 - Refrigeration systems & components
 - Remove existing condensing units on roof
 - Drain lines
 - Sprinklers if needed, reinstall once new units are installed.
 - Disconnect all electric.
- j. Remove all existing walk-in materials and equipment. Prior to demolition the district and offeror will discuss whether the district will retain any materials or equipment.
- k. Supply Dumpster
- l. Installation to include:
 - New walk-in freezer/cooler combo, refrigeration system and all components.
 - Provide References of similar projects.
 - All materials and labor for Drain lines and drains.
 - Hang lights
 - Initial startup
 - Caulk /foam all openings, electrical boxes, and trim.
 - Provide and install trim as needed.
 - Provide access door opening in front of new walk-ins ceiling and trim.
 - Perform roof work for installation of units.
 - Sprinklers reinstall & Sprinkler inspection w/inspection documentation provided to the School Nutrition Director
 - All Electric hookup
 - Remove all coverings
 - Clean and service all items
 - Repair and level floors for the walk-in freezer cooler unit with appropriate overlay to assure floor is leveled.
 - Insulate all refrigeration and drain lines.

- **Provide temporary mobile freezer/cooler unit of sufficient size to safely store all existing food inventory from the units, as well as additional food required for Summer Feeding Program. This will include delivery, installation and fully operational prior to demolition and shall remain onsite for the duration of the project and shall remain in place until the new units are fully installed, commissioned, and verified to be operating efficiently to the satisfaction of Food Service Director.**

7. TRAINING:

Training shall be provided by the offeror to include daily function, cleaning and maintenance.

8. MAINTENANCE MANUALS (3)

9. SUBCONTRACTORS:

The use of subcontractors for product delivery requires the express approval of the School Nutrition Director. Subcontractors must conform to all general and proposal specific terms and conditions herein. The successful offeror is solely accountable for all agents and subcontractors utilized and will be held responsible by Carlisle County Board of Education for all work performed under this contract by any agent or subcontractor they employ.

10. PRODUCT SAFETY AND HACCP INFORMATION:

Awarded offeror HACCP procedures are to be provided to Carlisle County Board of Education upon request. It is the offeror's responsibility to comply with all local, state, and federal regulations.

11. PRODUCT PROTECTION GUARANTEES:

Carlisle County Board of Education members 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. Offerors are expected to take immediate action to correct any situation in which product integrity is violated.

If the awarded offeror fails to deliver within the time specified, or within a reasonable time as interpreted by each School Nutrition Director or fails to make replacements of rejected articles when so requested, or demonstrates a continuous inability to secure the proposal item, the school at its sole discretion, may purchase a product of equal or greater quality from another source. On all such purchases, the awarded offeror shall be responsible and liable for the difference in cost between the amount paid for the substituted product and the amount which would have been paid by the awarded offeror. The awarded offeror's argument that an item could have been purchased at a lower price shall not have merit.

Carlisle County Board Of Education Reserves The Right To Assess A Financial Penalty On Behalf Of The Member For Failure To Provide Products That Meet The Requirements Of

The School Breakfast Program and/or National School Lunch Program. The Penalty Shall Be The Greater Of:

1. The Cost Of That Days Reimbursable Meals Served At The Affected Site Or,
2. \$1,000

12. DELIVERIES:

The successful offeror will be expected to have each delivery checked by the assigned staff and to leave a signed copy of the itemized delivery ticket with them. All copies of invoices and statements by school, should be sent to the appropriate district billing office.

Deliveries shall be made to the individual schools and placed in the proper storage location in the respective schools as needed and directed by the assigned staff. Acceptable delivery times are between 6:00 am and 1:30 pm.

It is understood that deliveries are not to be made when school is not in session (Election Day, Holidays, in-service days, etc.) with the exception of the opening of school. Calendars will be provided to the successful offerors to designate off-school days. When school is cancelled because of inclement weather or other emergency the school system reserves the right to accept the delivery and/or to authorize another acceptance signature. If deliveries need to be cancelled, the district will give the offeror 48-hour notice.

All products or services procured from the proposals Contract are to be delivered free of freight charges (FOB destination).

The designated supplier(s) agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. Failure to deliver 100% of the items on the core item list within 48 hours shall be considered default.

Drivers must be clean, have a neat appearance, and professional. They must be able to provide identification, meet required background checks, and follow any safety, sanitation, and health precautions required by member districts.

13. PAYMENTS:

Each member shall be responsible for making payment to the awarded Offeror. Note: normally, school district members pay bills only after approval from the Carlisle County Board of Education, which meets monthly.

14. AUDITS:

- a. Carlisle County Board of Education reserves the right to make audits of an awarded offeror's costs records as follows:
 - i. Prior to award of contract
 - ii. Prior to approval of request for price change and following any allowed price change.

- iii. An unscheduled audit on time during each one-year proposal period upon appropriate notice given to awarded offeror.
- b. The awarded offeror shall be given notice of the intent of the cooperative to conduct an audit a minimum of four weeks in advance.
- c. The audit may be conducted electronically via the internet or at the site mutually agreeable to Carlisle County Board of Education and the awarded offeror.
- d. The awarded offeror shall provide acceptable documentation as follows:
 - i. Manufacturer's invoices
 - ii. Freight bills
 - iii. Market bulletins (used for distributor manufactured items and inner company billing items when price change occurs).

15. PRODUCT EVALUATION:

Samples requested must be furnished free of expense to Carlisle County Board of Education 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 offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

16. PROMPT PAYMENT DISCOUNT:

The awarded offeror may provide a prompt payment percentage (if provided by awarded vendor) discount for invoice payments postmarked less than 30 days from the invoice date, and the awarded offeror must provide a satisfactory explanation to Carlisle County Board of Education of how this provision will be administered so as to enable Carlisle County Board of Education to effectively monitor and verify the discounts, and to ensure that such discounts are returned to the members.

The discount may take the form of a deduction from either the invoice, check, or credit in an amount equal to the discount payable to the member.

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.

STATEMENT OF SUBMISSION

WALK-IN FREEZER/COOLER UNIT

The undersigned offeror agrees that should this proposal be accepted they will sell and deliver to the school district, in compliance with the conditions set forth in this document, the food and/or supplies specified of this invitation. The person signing this document shall be an employee of the offering company and shall have the authority to obligate the company to comply with the terms set forth herein.

RETURN ORIGINAL, SIGNED PROPOSALS TO:

Carlisle County Bd.Of Education
c/o Lacinda Bass
4557 St RT 1377
Bardwell, KY 42023

Firm Name: _____

Address: _____

Telephone: _____

Name: _____

Signature: _____

Title: _____

Telephone: _____

E-mail: _____

Acknowledgment of Addenda Number(s) _____

Initials of person preparing proposals _____

RETURN THIS PAGE WITH PROPOSAL FORMS

REQUEST FOR PROPOSAL

Firm Name: _____
Signature: _____
Telephone Number: _____

We, the undersigned, have carefully examined the specifications and other proposal documents for the walk-in cooler, walk-in freezers, and training. We agree to furnish these items in accordance with all proposal documentation at the price stated herein.

LOCATION	TOTAL COST
Carlisle County Food Service Freezer/Cooler Unit	

UNITS, DEMOLIATION, INSTALLATION, AND TRAINING COST TOTAL _____

RETURN THIS PAGE WITH PROPOSAL FORMS

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

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

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

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

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

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

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

PROPOSAL CERTIFICATION

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

FIRM: _____

SIGNATURE: _____

DATE: _____

RETURN THIS PAGE WITH PROPOSAL FORMS



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.

RETURN THIS PAGE WITH PROPOSAL FORMS

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall 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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <div style="background-color: yellow; height: 40px; width: 100%;"></div> Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <div style="background-color: lightblue; height: 60px; width: 100%;"></div> Congressional District, if known: _____	
6. Federal Department/Agency: <div style="background-color: yellow; height: 40px; width: 100%;"></div>	7. Federal Program Name/Description: <div style="background-color: lightblue; height: 30px; width: 100%;"></div> CFDA Number, if applicable: _____	
8. Federal Action Number, if known: <div style="background-color: lightblue; height: 20px; width: 100%;"></div>	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <div style="background-color: yellow; height: 60px; width: 100%;"></div>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="background-color: yellow; height: 60px; width: 100%;"></div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be 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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

RETURN THIS PAGE WITH PROPOSAL FORMS

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

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

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

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

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

REQUEST FOR PROPOSAL CHECKLIST

- Statement of Submission**
- Request for Proposal**
- Authentication of Bid and Statement of Non-collusion and Non-Conflict of Interest Compliance with the Kentucky Model Procurement Code**
- Proposal Certification and Certification of Debarment and Suspension**
- Disclosure of Lobbying Activities**
- Attachment A – Conceptual Drawing of Walk-In Cooler/Freezer Unit (PDF)**

All signatures should be handwritten; typewritten names will not be sufficient for proposal acceptance.

ATTACHMENT A – CONCEPTUAL DRAWING (REFERENCE)

The conceptual drawing for the walk-in cooler and freezer unit is provided as a separate PDF attachment labeled “Attachment A – Conceptual Drawing.” This drawing is incorporated by reference into this Request for Proposal (RFP) and is provided for planning and proposal development purposes only. The drawing is not intended to serve as a final engineered design. Offerors are responsible for verifying all dimensions, utilities, and site conditions prior to proposal submission.