WARREN COUNTY PUBLIC SCHOOLS
ESTABLISHED 1908

303 Lovers Lane • P.O. Box 51810
Bowling Green, KY 42102-6810
Phone: 270-781-5150
Fax: 270-781-2392
Web: www.warrencountyschools.org

Rob Clayton
Superintendent

Proposal Deadline:	Date Sent: April 7, 2026 Open: April 20, 2026 Closes: May 12, 2025 Time: 10:00P.M
Star Center	Nutrition & Dining Services 212 Porter Pike Bowling Green, Kentucky 42103
Proposal Submission Contact:	Melissa Smith, NDS Office Specialist Phone: 270-904-8930 Email: melissa.smith@warren.kyschools.us *Reference proposal title in subject line of all emails

***Proposals must be emailed to: melissa.smith@warren.kyschools.us in excel format only. No PDF's, no handwritten copies. Please use the excel sheet to submit your quotes. This is for the efficiency to review the bids/quotes.**

Notice is hereby given that the Nutrition & Dining Services Department of the Warren County Board of Education of Bowling Green, Kentucky (herein after called the Board of Education) will receive sealed proposals for **RFP 1008-26 Grocery** FOR THE 2026-2027 SCHOOL YEAR, up to the hour of 10:00 PM CST on May 12, 2026 at the STAR Center, located 212 Porter Pike Bowling Green, Kentucky 42103.

You are invited to submit a sealed proposal, subject to the terms, conditions, instructions, and specifications of this solicitation. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your proposal.

Any Proposer who wishes their bid to be considered is responsible for making certain that the proposal is received by the Nutrition & Dining Services at the Central Office (by mail or email—both listed above) by the proper time. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled Submission Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by Nutrition & Dining Services before the Submission Deadline. Late proposals will be returned to the Proposer unopened. The receiving time in the Nutrition & Dining Services Office will be the governing time for acceptability of proposals. Proposals must bear original signatures and figures.

Specifications:
Copies of this solicitation and proposal acceptances may be obtained by the Nutrition & Dining Services Office at 212 Porter Pike Bowling Green, Kentucky, between 8:00 a.m. and 4:00 p.m., Monday through Friday, or via email to the proposal submission contact indicated above, prior to the time and date specified for proposal deadline.

It is anticipated that this RFP 1007-26 will have multiple winners. This RFP is not winner (Vendor) take all.
Please be aware that, according to the terms of this contract and with the approval of the Warren County Board of Education, amendments may be made as necessary by the Director of Nutrition for WCPS to address the needs of the Nutrition & Dining Program

Period of Contract:
This Agreement shall be for the period July 1, 2026 through June 30, 2027.

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

TABLE OF CONTENTS

SECTION 1: INSTRUCTIONS FOR SUBMITTING A PROPOSAL	3
SECTION 2: EVALUATION	4
SECTION 3: SPECIFICATIONS FOR SERVICE	4
SECTION 4: GENERAL TERMS AND CONDITIONS	6
PROPOSAL RESPONSE COVER SHEET	10
CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS	11
CONFLICT OF INTEREST	12
“PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS	13
KENTUCKY DEPARTMENT OF EDUCATION NON-COLLUSION AFFIDAVIT	14
PRICING BID FORM	15
ATTACHMENT A	16
ATTACHMENT B	17

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

SECTION 1: Instructions for Submitting a Proposal

1. PRE-PROPOSAL INFORMATION AND QUESTIONS:

In preparing proposals, Proposers are advised to rely ONLY upon the contents of this RFP and accompanying documents and any written clarifications or addendums issued by the Board of Education. If a Proposer finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Proposal Submission contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The Board of Education is not responsible for any oral instructions. *All questions must be submitted in writing to the Proposal Submission contact on or before May 4, 2026*. No contact regarding this document with other Board of Education employees is permitted.

2. SOLICITATION MODIFICATIONS/CLARIFICATIONS:

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the Board of Education. Any and all modifications issued by The Board of Education will be emailed to all parties that have requested a copy of this RFP. Copies of any issued modifications may also be obtained by contacting the Proposal Submission contact noted on the cover of this RFP. It is the responsibility of the Proposer to obtain the available modifications and acknowledge any issued modifications on the Proposal Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than the Board of Education, the original document in the Board of Education's files takes precedence.

3. PROPOSAL SUBMISSION:

a) Proposals must be submitted in excel format & marked "RFP 1008-26: Grocery. NUTRITION & DINING.

b) PROPOSAL FORMAT

The Board is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Board.

c) DOCUMENTS TO BE RETURNED:

Upon submittal vendor shall include the following in this order:

- □ Cover Sheet
- □ Signed Certification of Compliance with Specifications
- □ Conflict of Interest Statement
- □ Gratuities and Kickbacks Form
- □ Non-Collusion Affidavit
- □ Pricing Form
- □ Completed Specs Document
- □ Submit one (1) signed original proposal.

d) THE SUBMISSION DEADLINE IS May 12, 2026 by 10:00am,

Proposals received after the deadline will automatically prevent the reading of your proposal and will be returned unopened. We do not accept FAX proposals. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time. The opening and reading of a proposal does not constitute The Board of Education's acceptance of the Proposer as a responsible and responsive Proposer.

e) Proposals must be delivered/emailed to: melissa.smith@warren.kyschools.us in excel format only. No PDF's or handwritten copies. For specs and excel sheet please email Melissa Smith.

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

SECTION 2: Evaluation

EVALUATION CRITERIA

The Purchasing Administrator will first evaluate proposals as being responsive or non-responsive based upon the specifications provided. Second, he/she will evaluate proposals based on the information provided in the vendor's proposal, and any other information requested in the evaluation process. The criteria for meeting the competitive range (and points for each) will determine the highest evaluated proposal.

1.	Total Pricing strategy (price to include delivery and installation as needed).	50%
2.	Vendor's pricing of services.	30%
3.	Vendor's past performance with Warren County Schools District or organization of comparable size.	20%

Discussions may, at the Board of Education's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. If discussions pertaining to the revision of the specifications are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions. In conducting discussions, the Board of Education will not disclose information derived from proposals submitted by competing Proposers. A request Proposal based on revised specifications shall be issued as promptly as possible. Revisions may be requested before award for obtaining best and final proposals. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals.

SECTION 3: Specifications for Service

SCOPE OF SERVICES AND REQUIREMENTS

- Proposals must be submitted in strict accordance with the specifications contained herein for each item.
- Vendor shall indicate in the proposal schedule for each lot against which a proposal is submitted, the brand or trade name by which the product offered is identified, and the packer of such product.
- In the event of an award, deliveries must be identified by brand or trade name as submitted by the vendor in the proposal schedule, unless otherwise specifically approved or authorized.
- Deliveries should be made at the agreed upon time and date and must be made directly to the specified school.
- Deliveries shall be made of the item or items in the quantity specified by the ordering school(s).
- The contractor will be responsible for the delivery of material in first-class condition at the point of delivery and in accordance with good commercial practice.
- All products shall be in good condition at the time of delivery.
- All products delivered shall be in compliance with all applicable provisions of the Federal Occupational Safety and Health Act (OSHA) in effect at the time of delivery.

Material Specifications:

Bidder shall indicate in the proposal schedule for each lot against which a proposal is submitted, the brand or trade name by which the product offered is identified. The bidder shall indicate the packer of such product. In the event of an award, deliveries must be identified by brand or trade name as submitted by the bidder in the proposal schedule, unless otherwise specifically approved or authorized.

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

SECTION 4: General Terms and Conditions

ACCEPTANCE OF PROPOSALS

The Board of Education reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education, as one criterion, also reserves the right to reject any proposal where evidence or information submitted by the Proposer does not provide satisfactory proof that the proposer is qualified to carry out the details of the contract.

ADDENDUMS

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the Board of Education. Any and all addendums issued by the Board of Education will be mailed to all parties that have requested a copy of this Solicitation. Copies of any issued addendums or modifications may also be obtained by contacting the Proposal Submission contact noted on the cover of this Solicitation. It is the responsibility of the Proposer to obtain any available addendums and acknowledge any issued addendums on the Proposal Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. *If any changes are made to this solicitation document by any party other than the Board of Education, the original document in the Board of Education's files takes precedence.*

AGREEMENT TO TERMS AND CONDITIONS

Submission of a signed proposal will be interpreted to mean the Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation unless otherwise indicated.

AUTHORITY OF THE AGENCY

Subject to the power and authority of the Warren County Board of Education as provided by law in this contract, the Warren County Board of Education shall in all cases determine the quantity, quality, and acceptability of the work, materials, and supplies for which payment is to be made under this contract. The Board of Education shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the Successful Proposer.

AWARDING OF CONTRACT(S)

The Board of Education intends to award a single contract to the Proposer who is the most responsive and responsible Proposer receiving the highest score from the evaluation process. Contracts may be awarded, in the judgment of the Board of Education, on the basis of initial offer to the vendor who is determined to be the most responsive and responsible, and whose proposal is evaluated with the highest score, and where the proposal meets all specifications, terms and conditions, and subject to all other provisions of this request for proposal, on a per item basis, or on a total basis; whichever is deemed to be in the best interest of the board of education.

Discussions may, at the Board of Education's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. If discussions pertaining to the revision of the specifications are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions. In conducting discussions, the Board of Education will not disclose information derived from proposals submitted by competing Proposers. A request Proposal based on revised specifications shall be issued as promptly as possible. Revisions may be requested before award for obtaining best and final proposals. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals.

(1) Notification of Award: The Proposer to whom the award is made will be notified at the earliest possible date. Actual acceptance of the proposal by the Board of Education will be provided by written notice sent to the Proposer at the address designated in the proposal. Tabulations will be made by the Purchasing Department and each qualified vendor will be mailed a formal tabulation after the Board of Education has taken official action. *The Board of Education meetings are normally held on the third Thursday of each month.*

BASIS FOR PRICE QUOTATION

Unit prices quoted in response to this invitation shall be firm prices during the life of the contract, and are not subject to change due to changing market conditions. Federal excise taxes of Kentucky sales and use taxes are not applicable to any purchase made for use by the Board of Education. Bids should not include any such taxes. Exemption certificates will be furnished as required. This district's Kentucky sales and use tax number is B367.

BILLING

The following terms shall be made a part of all transactions where invoices are involved with the Board of Education. Invoices to the Board of Education shall include all applicable information including but not limited to, cost for labor, materials, quantities, delivery charges, equipment rental, trade discounts, totals, overhead, and profit in order that the intent of the invoice is very clear. All invoices must show the board of education's purchase order number, date of delivery, and name of location and list of items or service delivered by item name.

It is imperative that invoices be submitted to the Board of Education in a timely manner. Therefore, invoices shall be submitted to the Board of Education **no later than 60 days** after the services have been performed, the products have been delivered, and/or items have been installed, unless special permission is granted by the Board of Education.

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

BUY AMERICAN

The Buy American Act is a government program that regulates which products schools can purchase based on domestic status of these products and applies a price preference to Federal government agency purchases of domestic goods and materials. To qualify as a domestic product, it must be manufactured in the USA, and the cost of domestic components must not exceed 50% of the cost of all components. Buy American products contain at least 51% of raw materials (by cost) that are sourced from the USA, AND all processing takes place in the USA; 100% domestic products are raw materials that are sourced from USA, AND all processing takes place in the USA. Exempt products are certain raw materials that are based on the high cost and difficulty of producing or growing them in the USA. A list can be found online at Buy American . Due to international agreements, raw materials originating from certain countries are not restricted by the Buy American Act. All processing of raw materials must still occur in the USA. It is the intent of Warren County Schools to adhere to the "BUY AMERICAN ACT." Please bid only items that are Buy American or 100% domestic. If exempt or from a qualifying country, please provide documentation. Where applicable, please quote both Buy American price and the alternative, non-domestic price.

COOPERATION BETWEEN CONTRACTORS:

The Board of Education reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless The Board of Education from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

DOCUMENTS

Each proposal must be in a separate sealed envelope with the proposal name appearing in the lower left- hand corner of the envelope and the vendor's name clearly marked in the top left-hand corner of the envelope. The documents that must be returned by the Submittal Deadline are outlined in Section 1 herein. Failure to completely execute and submit the required documents by the Submittal Deadline may render a proposal non-responsive and rejected without further evaluation.

Proposals received after the deadline will automatically prevent the reading of your proposal and will be returned unopened. We do not accept FAX proposals. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time. The opening and reading of a proposal does not constitute The Board of Education's acceptance of the Proposer as a responsible and responsive Proposer.

All regular proposals must be submitted in accordance with specifications as described herein. The submission of a proposal certifies that the product meets any and all specifications, except as noted on such form.

(1) Signatures: Proposals must be signed by an authorized official of the Proposer. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Warren County Board of Education if the Proposer is determined to be the most responsive and responsible Proposer.

(2) No Response: Businesses that fail to respond to solicitations or notices of availability on two (2) consecutive occasions of similar items shall be removed from the applicable vendor mailing list.

(3) Corrections: No penciled information will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initiated by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initiated.

(4) Errors: No Proposal can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of vendors in making up their proposals. Any proposals received unsigned will be rejected.

(a) Clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

(5) Clarifications: For any clarification relative to this Solicitation, contact Melissa Smith, NDS Office Specialist, Warren County Board of Education, 212 Porter Pike Bowling Green, Kentucky 42103;
email: melissa.smith@warren.kyschools.us.

EXCLUSIVITY

The school district agrees to use the designated contract supplier(s) as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency. Definition of comparable substitutes is in the sole discretion of Warren County Public Schools Nutrition & Dining Services.

EXCUSE FOR NON-PERFORMANCE

The successful vendor(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.

FORMATION OF CONTRACT

The Proposer's signed proposal and the Board of Education's written acceptance shall constitute a binding contract, according to the Terms

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

and Conditions and Specifications set forth in this Solicitation to provide financial services as requested. The Board of Education reserves the right to negotiate final contract terms with any Proposer selected. The contract between parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the Board of Education during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal.

FORUM SELECTION

This contract shall be in accordance with the laws of the State of Kentucky. Parties further stipulate that this contract was entered in the County of Warren, and the state of Kentucky is the only appropriate forum for any litigation resulting from breach hereof or any questions arising here from.

HOLD HARMLESS:

Successful Contractor agrees to indemnify, defend, and hold harmless the Board of Education, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits demands, expenses, subrogation, attorney's fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded.

IMPLEMENTATION OF CLEAN AIR ACT

By signing this bid, the bidder will be deemed to have stipulated as follows: That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as by Pub. L. 91-604), Executive order 11738, and regulations in implementation thereof (40 CFR part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

INSURANCE REQUIREMENTS

Successful Proposer shall carry and maintain professional liability insurance in addition to insurance to protect itself from claims under Workman's Compensation Act, for claims for damages because of structural damage, or bodily injury, including death, to their employees or third parties, and for other liability normally covered by such insurance, and shall furnish evidence of such insurance to the Board of Education. In addition, a successful Proposer shall attempt to maintain continuous professional liability coverage for the project/services period, and for a period of two years following completion of the project/services, if such coverage is reasonably available at commercially affordable premiums. For this purpose of this Agreement, "reasonably available" and "commercially affordable", shall mean that more than half the Proposers practicing in the State are able to obtain such coverage.

K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

LOBBYING

Contractors that apply or bid for an award exceeding $100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this solicitation and the Model Procurement Regulations, the Regulations shall control.

NAMES

The terms successful proposer, firm, supplier, vendor and Proposer may be used interchangeably in the solicitation and refer exclusively to the person, company, or corporation with whom the agency enters a contract as a result of this solicitation.

NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

(1) The Seller 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, or political opinion or affiliation. The Seller 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, veteran status, or 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 Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

(2) The Seller shall in all solicitations and/or advertisements for employees, placed by or on behalf of the Seller, shall 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, veteran status, or political opinion or affiliation.

(3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisement and employment practices it shall perform.

Notice of Preference for Kentucky Residents

A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies and providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

As used in this provision, "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and "Public agency" has the same meaning as in KRS 61.805.

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

As used in this provision, a resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding: (a) is authorized to transact business in the Commonwealth; and (b) has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

The preference for resident bidders shall not be given if the preference conflicts with federal law.

OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials, or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality, and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design, and efficiency.

PAYMENT TERMS

All payments will be made from original invoices only and require approval by the Warren County Board of Education prior to disbursement. The Board meets regularly on the second Thursday of each month. Net terms are 60 days from receipt of invoice. Failure to accept these terms will affect a vendor's eligibility under this proposal.

PENALTIES

In case of default by the vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

PRICES

All prices quoted by the various bidders must be firm until the unit is confirmed operational. Only one line item per bid will be permissible. Bidders are instructed to bid only one price per line item which meets the specified requirements. Bidding of multiple items or multiple prices will disqualify your bid.

All bid prices shall include delivery, installation, assembly, setup, and removal of debris. Waste containers may not be available on the jobsite and successful bidder shall be responsible for dunnage removal.

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 initiated by the person signing the bid. Corrections made with correction tape or fluids are not permitted. Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Administrator. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

QUANTITIES

The quantities listed herein cannot be guaranteed; however, the staff anticipates purchasing the minimum quantities listed. The Board of Education reserves the right to adjust due to pricing and/or changes in needs and/or available funding.

RESULTS

Tabulations will be made by the Purchasing Department and each qualified proposer will be emailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the second Thursday of each month. Proposers are requested not to call the Purchasing Office for a tabulation of the proposals before the Board has taken official action.

RIGHTS RESERVED BY AGENCY

Severability. If any provision or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

SELL OR ASSIGN

The successful proposer shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the Board of Education.

SPECIFICATIONS

Specifications are attached and are a part of this proposal. All services furnished must be in conformity with the specifications and will be subject to approval of the Purchasing Agent. The Board of Education reserves the right to waive compliance of any services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

SUSPENSION AND DISBARMENT

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. c. Requirements. i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530. ii. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients. iii. Specifically, a covered transaction includes the following contracts for goods or services: 1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000. 2. The contract requires the approval of FEMA, regardless of amount. 3. The contract is for federally required audit services. 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is more than $25,000. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as The Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

TERMINATION:

The Board of Education may cancel any contract resulting from this solicitation WITHOUT CAUSE upon thirty – (30) days written notice and WITH CAUSE upon seven – (7) days written notice to the Contractor. CAUSE may be but is not limited to, failure of Contractor to deliver the goods or perform the work as specified or within the time specified. The Contractor may not cancel this contract without prior written consent of the Purchasing Agent.

TERMS OF THE OFFER

The Board of Education's acceptance of Proposer's offer will be limited to the terms herein unless otherwise expressly agreed in writing by the Agency. Proposals offering terms other than those shown herein may be declared non-responsive and may not be considered.

WITHDRAWAL

Proposers' authorized representatives may withdraw proposals only by written request received by the Purchasing Agent before the Proposal Submittal Deadline. At no time may the successful Proposer(s) withdraw his proposal.

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

PROPOSAL RESPONSE COVER SHEET

RFP 1008-26 Grocery

To: STAR Center
Nutrition & Dining Services
212 Porter Pike
Bowling Green, Kentucky 42103
melissa.smith@warren.kyschools.us

The undersigned, having carefully read and considered the Request for Proposal to provide PAPER & DISPOSABLE PRODUCTS for the Warren County school system, does hereby offer to perform such services on behalf of The Board of Education, in the manner described and subject to the terms and conditions set forth in the attached bid.

Company Name:

Mark Appropriately:
Doing business as: [ ] an individual [ ] a partnership [ ] a corporation [ ] a limited liability company, duly organized under the laws of the State of _____.

BY: _____ _____
(Signature of authorized representative) (Please Print or Type Name)

OFFICIAL TITLE: _____

PRINCIPAL OFFICE INFORMATION:

Address _____

_____

Telephone: _____ FAX: _____

Email Address: _____

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS FOR

RFP 1008-26 Grocery

Certification of Compliance with Specifications:

In compliance with the Request for Proposal, and subject to all the conditions thereof, the undersigned hereby certifies to the Warren County Board of Education that all items and/or services included in the proposal shall be in compliance with all requirements and technical specifications included in this request for proposal, except as noted below:

EXCEPTIONS:

NAME OF COMPANY_____

BY_____OFFICIAL TITLE_____
(SIGNATURE)

PRINT NAME:_____DATE_____

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

CONFLICT OF INTEREST

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 therefore, in which to his knowledge:

a. He, or any member of his immediate family, has a financial interest herein: or

b. a business or organization 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 had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding $25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

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

Signature _____

_____ Date

References: KRS 156.480
OAG 80-32
Model Procurement Code 45A.455

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

“PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS"

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF WARREN 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 WARREN COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION 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 WARREN 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 NOT TO EXCEED FIVE THOUSAND DOLLARS ($5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A $5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

I, hereby, certify that I have read and understand the above “Prohibition against Conflicts of Interest, Gratuities and Kickbacks.”

Signature _____

Date _____

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

KENTUCKY DEPARTMENT OF EDUCATION
NON-COLLUSION AFFIDAVIT

702 KAR 4:160

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- ☐ Any school board member or the superintendent.
- ☐ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

Name Title

Name of Company

Subscribed and Sworn to Me this _____day of___, 20_____.

Notary Signature

My Commission expires:

_____, 20_____.

Notary Seal

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

PRICING BID FORM

RFP 1008-26 Grocery

Instruction for Bidders:

Please use **Excel Sheet: RFP 1008-26 Grocery**
to enter your offered bid for the items requested herein, per the specification listed herein. Such prices shall be used by The Board of Education for contractor selection and shall be the prices in the resulting agreement.

The price quoted shall be for the delivery of the specified items.

Prices quoted are to be F.O.B. delivered to any and all locations of Warren County Schools. Quotations should not include city, state sales and federal excise tax. Prices are for one year contract as designated below.

Subject to any other total project limits set forth in this Agreement, Contractor shall be entitled to invoice The Board of Education at the prices set forth below.

Contract Period: July 1, 2026 through June 30, 2027.

NAME OF COMPANY_____

BY_____OFFICIAL TITLE_____
(SIGNATURE)

PLEASE PRINT NAME:_____DATE_____

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

Attachment A

SPECIFICATIONS

Please see Excel Sheet: **RFP 1007-26: Meat & Entree**

Please note that there is a change in specific items that should be listed on the excel sheet.

Example:

	Item	Specifications	Est. Yearly Usage	BRAND Name Only	Pack/Size	Mfr. Product Code #	Vendor Item #	Unit Price	Case Price	*Starting for the 2026-2027s**WE MUST KNOW IF THE PRODUCT IS NOT MADE, IN THE USA. PLEASE LIST WHERE PRODUCT IS MADE. Please use this column to list items not made in the US and where the product is made.	Notes
				Example: Please list products this way. Thank you for understanding.						IF not made in the US; then where?	*Processed food items that substantially use domestic agriculture commodities and are produced in the US. Substantially means that over 51 % of the food products consist of agricultural commodities that are grown domestically.
1	A LA CARTE SNACKS (COOKIES, CRACKERS, &	Keebler® Animal Crackers 1 oz. grain equivalent; Smart snack compliant.		Keebler	150/1 oz	7293	1234	0.2	$30.00		
	A LA CARTE	Keebler® Animal Crackers									

1. **Please list items the way they are listed in the example above.**
2. **Note that we must know if items are not made or produced in the US. Please list where item(s) are produced/made if not in the US.**
3. **Your final bid submission must be emailed to: melissa.smith@warren.kyschools.us; no later than May 12, 2026 by 10am. Any submissions after that date & time will not be considered.**
4. **We have a new school opening in August. The Impact Center 830Cumberland Trace Road Bowling Green, KY 42103. Please set up an account for this school; if you have not. Upon completion of this bid & once approved by WCPS Board; I will send an updated manager contact list.**

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, political affiliation, age or disability in the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practices are to be directed to the Office of Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150

Attachment B

Please note that this is the list of schools as of today's date March 3, 2026. Services would include any and all schools added at any time during the school year.

Attachment B List of Schools:

SCHOOL CODE	SCHOOL	ADDRESS	CITY, STATE, ZIP	ADP
010	Alvaton Elementary	6350 Old Scottsville Rd.	Alvaton, KY 42122	
015	Briarwood Elementary	265 Lovers Ln.	Bowling Green, KY 42103	
040	Bristow Elementary	6151 Louisville Rd.	Bowling Green, KY 42101	
070	Cumberland Trace Elementary	2464 Cumberland Trace Rd.	Bowling Green, KY 42103	
075	Drakes Creek Middle	704 Cypress Wood Ln.	Bowling Green, KY 42104	
230	Greenwood High	5065 Scottsville Rd.	Bowling Green, KY 42104	
025	Jennings Creek Elementary	2617 Russellville Rd.	Bowling Green, KY 42101	
030	Jody Richards Elementary	2100 Elrod Rd.	Bowling Green, KY 42104	
080	Lost River Elementary	450 Modern Way	Bowling Green, KY 42101	
175	Moss Middle	2565 Russellville Rd.	Bowling Green, KY 42101	
100	Natcher Elementary	1434 Cave Mill Rd.	Bowling Green, KY 42104	
110	North Warren Elementary	420 College St.	Smith's Grove, KY 42171	
130	Oakland Elementary	2494 Church St.	Oakland, KY 42159	
018	Plano Elementary	2650 Plano Rd.	Bowling Green, KY 42104	
140	Rich Pond Elementary	530 Rich Pond Rd.	Bowling Green, KY 42104	
150	Richardsville Elementary	1775 Richardsville Rd.	Bowling Green, KY 42101	
170	Rockfield Elementary	7597 Russellville Rd.	Bowling Green, KY 42101	
003	South Warren High	8140 Nashville Rd.	Bowling Green, KY 42101	
002	South Warren Middle	295 Rich Pond Rd.	Bowling Green, KY 42104	
210	Warren Central	559 Morgantown Rd.	Bowling Green, KY 42101	
220	Warren East High	6867 Louisville Rd.	Bowling Green, KY 42101	
205	Warren East Middle	7031 Louisville Rd.	Bowling Green, KY 42101	
200	New Warren Elementary	New Address* 1140 Charolais Ave	Bowling Green, KY 42101	
006	Early Learning Academy	1846 Loop St.* This	Bowling Green, KY 42101	
255	Impact Center *To be open for the 2026-2027 school year.	830 Cumberland Trace Rd.	Bowling Green, KY 42101	
Star Center	Test Kitchen	212 Porter Pike	Bowling Green, —KY 42103	

The Warren County Schools do not discriminate on the basis of race, color, national or ethnic origin, sex, genetic information, religion, the employment of the provision of services. Any and/or all questions or issues related to discrimination policies, procedures or practi
Superintendent, Warren County Public Schools, P.O. Box 51810, Bowling Green, KY 42102-6810, 1-270-781-5150