Oldham County Public Schools Refrigeration Services

REQUEST FOR PROPOSAL

Stu Martin, Plant & Operations Manager
Oldham County Schools
1900 Button Lane
La Grange, KY 40031

RFP responses are due October 1, 2026 at 1:30 p.m. EDT Time

I. OVERVIEW

The Oldham County School District is seeking proposals from qualified professional firms for purposes of providing refrigeration services for its commercial freezers, coolers, reach-ins, and icemakers located at multiple locations throughout the district. Services must be provided by an EPA certified technician. Services requested are for all school locations having commercial freezers, cookers, reach-ins, and icemakers.

The District has 20 school locations with the equipment as specified on Attachment A, in addition to other support locations, athletic field houses, and concession stands.

II. SCOPE OF SERVICES

The services requested, at a minimum, must include the following:

A. Semi-annual Services:
- Cleaning evaporator and condenser coils;
- Checking refrigerant charge;
- Checking and tightening electrical connections;
- Checking overall operation of the unit;
- Replace ice machine filters;
- Clean/Sanitize the internal parts with approved food-zone sanitizer;
- Reporting any deficiencies or needed repairs to the Director of School Nutrition. (502) 241-3500, ext. 222.

B. As Necessary:
- Lubricate fan motors as part of a semi-annual check of equipment;
- Respond to emergency calls during normal business hours and after normal business hours, with an on-site response of no more than 3 hours.

III. CONTRACT TERMS AND CONDITIONS

A. ***Contractual Conditions***

The following contractual conditions shall be included in the contract entered into by the District and the successful vendor.

B. ***Number of Vendors***

There shall be a contract between the District and the successful vendor(s). All services proposed will be procured under this contract with one successful vendor(s). In the case of an emergency during which the successful vendor cannot be reached, the District reserves the right to contact another provider for the immediate services needed.

C. ***Contract Award***

The award to the successful vendor(s) is contingent on the successful negotiation of a final agreement of all terms between parties. If contract negotiation cannot be completed

successfully, the District may negotiate an agreement with the next highest scoring vendor or other vendor as determined by the District or have the option to withdraw the RFP.

III. CONTRACT TERMS AND CONDITIONS (CONT.)

D. ***Contract Period***

The Oldham County School District is seeking a 1- year contract with an option for 2 additional years. Ninety days before the end of the 1- year contract, the Facilities Department will review the performance of the vendor to determine the viability of executing the two one-year renewal options. Vendor will be notified of this decision before the end of the 1 -year contract term. The Oldham County Schools also reserves the right to cancel the contract at any time, with or without reason, with a 60- day written notice.

E. ***Incurring Costs***

The District is not liable for any costs incurred in replying to this RFP.

F. ***Insurance***

The successful vendor(s) shall be liable for damages resulting from injury to a person and/or damage to the property of the District, provided that the injury or damage was caused by the fault or negligence of the vendor.

Vendor shall file with the District a Certificate of Insurance upon request. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Vendor and its employees. At a minimum, the vendor shall be required to carry the following coverage and types:

1. ***Liability insurance:*** Coverage shall have minimum limits of $1,000,000 each occurrence, and $2,000,000 aggregate.
2. ***Worker's Compensation:***
   State:Statutory
   Applicable Federal: Statutory

Employer's Liability: $100K/accident; $500K/Disease, Policy Limit;
$100K/Disease, each employee

G. ***Independent Contractors (Non-employee authorized agents)***

The vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein, and shall be independent contractors. Any and all claims that may arise under the Kentucky Workers Compensation Act on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

III. CONTRACT TERMS AND CONDITIONS (CONT.)

H. ***Applicable Law and Compliance.***

The successful Vendor(s) shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

I. ***Privacy and Confidentiality***:

Upon termination of Agreement, Vendor shall return and/or destroy all data or information received from the District upon, and in accordance with, direction from the District.

J. ***Responsiveness and Responsibility:***

Award will be made to the responsible and responsive vendor whose proposal is most advantageous to the OCBE with cost and other factors considered.

1. For the purposes of this project, responsiveness is defined as the vendor's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

2. Responsibility is defined as the vendor's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible vendor has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitment; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

3. The OCBE reserves the right to refuse any proposal from any person, firm or corporation that is in arrears or is in default to the OCBE, or has failed to perform faithfully any previous contract with the OCBE. If requested, the vendor must present within five (5) working days evidence satisfactory to the OCBE of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the Vendor's ability to comply with the terms of this solicitation document.

4. The OCBE reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interest of the Oldham County Public Schools.

K. ***Other Required Contract Terms***

1. ***Security Compliance on District Property:*** All work performed on District property shall be in compliance with District security policies.

2. ***Background Checks***. Vendor(s) shall require all employees who provide services pursuant to this Agreement during normal school hours to submit to background checks. At a minimum, such background checks shall include a federal and state criminal records check. Any person who is a violent offender or has been convicted of a sex crime as defined by KRS 17.165, which is classified as a felony, shall be excluded from providing services under the contract.

3. ***Force Majeure.*** Neither party shall be held responsible for delay or failure to perform, when such delay or failure is because of any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure:
    - Fire
    - Flood
    - Epidemic
    - Strikes
    - Wars
    - Acts of God

    Provided the defaulting party gives written notice as soon as possible to the other party regarding the inability to perform.

4. ***Duties to Mitigate.*** Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder.

5. ***Attorney's Fees.*** If suit is brought by either party to this RFP to enforce any of its terms (including all component parts of the proposal documents) each party shall pay its own costs and attorneys' fees.

6. ***Tobacco.*** Smoking and other use of tobacco, tobacco-like products, nicotine products or alternative smoking products, including electronic cigarettes, shall be prohibited at all times on District premises. "District premises" means any district building, grounds, recreation area or athletic field or property owned, used for school administration or school owned vehicles.

K. ***Other Required Contract Terms (CONT.)***

7. ***Indemnification Clause:*** The vendor will be required to defend, indemnify and hold harmless the District, its agents, board members, officers, and employees ("indemnities"), from and against any and all actual or alleged claims, demands, actions, causes of action, injuries, personal injuries, contingent liabilities or damages, and reasonable attorney fees caused by the fault or negligence of the vendor. An indemnity's recovery is not limited due to the fact that the District is named as an additional insured under any of the vendor's insurance policies. The vendor is solely responsible for any payment of any deductible or retention under its insurance policies.

8. ***Hold Harmless.*** The Vendor agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability for loss, damage, or expense of any nature whatsoever, which may be incurred by reason of liability for damages or death, or bodily injury to person, injury to property, or any other loss, damage, or expense sustained by the vendor or any person, firm, or corporation employed by the responder upon or in connection with the services called for in this proposal.

9. ***Non-discrimination.*** During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, or marital status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination.

IV. INSTRUCTIONS

A. Time Table

RFP Specifications Issued:	September 10, 2026
RFP Due Date:	October 1, 2026, 1:30 p.m. EDT

B. Communications

All contact and questions regarding this RFP should made to:

Stu Martin, Plant & Operations Manager
Oldham County Board of Education
Administrative Annex
1900 Button Lane
LaGrange, KY 40031
stu.martin@oldham.kyschools.us

IV.INSTRUCTIONS (CONT.)

C. Submission of Proposals

Respondent must submit 1 hard copy original with signature. Faxed or e-mailed proposals will not be accepted. Sealed hard copy proposals must be addressed, **marked as Refrigeration Service RFP 1718** and mailed or delivered to:

Oldham County Board of Education
Administrative Annex
1900 Button Lane
LaGrange, KY 40031

V. EVALUATION

A. Respondent's proposal on the services listed above and factors other than cost alone will be reviewed and evaluated.

B. OCBE will negotiate with the highest ranked respondent(s) after evaluation, OCBE reserves the right to open negotiations with the second highest ranked vendor if negotiations with the highest ranked vendor(s) are not successful. OCBE reserves the right to delete or add services until the final contract signing.

FORM OF PROPOSAL

OLDHAM COUNTY BOARD OF EDUCATION
ADMINISTRATIVE ANNEX
1900 BUTTON LANE
LAGRANGE, KY 40031

Refrigeration Services

VENDOR: _____
_____
_____

CONTACT: _____

COST FOR SERVICES:

Describe incentive. If the incentive is cash, please describe whether the money is offered up front, or if over time, describe frequency of payments.

1. Labor:
    a. Regular Hourly Rate: _____
    b. Overtime Hourly Rate: _____
2. Other Charges not included above (mileage, vehicle, environmental, etc.); _____
    _____
3. Parts: Cost plus _____% markup.
4. Method for after-hours emergency service contact: _____

ATTACHMENT A

Student Site Equipment List:

Freezers, Coolers, Reach Ins, and Ice Makers:

Arvin Center: Freezer, Cooler and Ice Machine in Culinary Kitchen; 2 Double Door Commercial Refrigerators

Buckner High School: Construction complete Spring 2027 (anticipated to have 1 Ice Maker)

Buckner Elementary: Freezer, Cooler Combo Unit and Reach In(s), Ice Machine and Milk Cooler in Kitchen

Camden Station Elementary: Freezer and Cooler, Ice Machine, Reach In, 2 Milk Coolers in Kitchen

Centerfield Elementary: Two Freezers, Cooler, Ice Machine, Milk Cooler and Double Door Refrigerator in Kitchen

Crestwood Elementary: Freezer, Cooler and Reach In(s), Ice Machine, 2 Milk Coolers in Kitchen

East Oldham Middle School: Freezer, Cooler and Reach In(s), Milk Cooler, Ice Machine in Kitchen; Ice Machine in Concession Stand; Ice Machine in storage next to Concession Stand; Turbo Air Merchandiser

Goshen Elementary: Freezer, Cooler and Reach In(s), Ice Machine, 2 Milk Coolers in Kitchen

Harmony Elementary: Freezer, Cooler and Reach In(s), Ice Machine, 2 Milk Coolers in Kitchen

Kenwood Station Elementary: Freezer, Cooler and Reach In(s), Ice Machine, Milk Cooler in Kitchen

LaGrange Elementary: Freezer and Cooler, Ice Machine, Reach In(s), Milk Coolers in Kitchen

Locust Grove Elementary: Freezer, Cooler and Reach In(s), Ice Machine, 2 Milk Coolers in Kitchen

North Oldham High School: Freezer, Cooler and Reach In(s), Ice Machine, Milk Cooler, Turbo Air Merchandiser in Kitchen; Ice Machine in the Weightroom/Training Room; Ice Machine in the Football Fieldhouse; Ice Machine in Field 2 Concession Stand

North Oldham Middle School: Freezer, Cooler and Reach In(s), Ice Machine, Turbo Air Merchandiser in Kitchen

Oldham County Art Center: Cooler, Ice Machine in Kitchen

Oldham County High School: Freezer, Cooler and Reach In(s), 2 Milk Coolers in Kitchen; Freezer, Coolers in Gym Concessions; Cooler and Ice Machine in Gym Athletic Training Room; Ice Machine, Freezer, Cooler Located in Concession Stand @ Football Stadium; Freezer, Coolers and Ice Machine in Football Fieldhouse; Freezer @ Softball Concession Stand; Reach In Cooler @ Baseball Concession Stand; Reach In, Cooler, Freezer, Ice Machine @ Soccer Concession Stand; Freezer in Soccer Fieldhouse

Oldham County Middle School: Freezer and Cooler, Ice Machine, Milk Cooler, Turbo Air Merchandiser in Kitchen

Oldham County PreSchool: Reach In, Ice Machine

South Oldham High School: Two Freezers, Cooler and Reach In(s), 2 Milk Coolers in Kitchen; Freezer and Cooler Located Under Bleachers @ Football Stadium; Two Ice Machines Located Under Bleachers @ Football Stadium; Ice Machine in Gym; Ice Maker in Training Room; Ice Machine located in Concession Stand @ Baseball Field

South Oldham Middle School: Freezer, Cooler and Reach In(s), Turbo Air Merchandiser, Ice Machine in Kitchen

Non-Student Site Equipment List:

Administrative Annex (1900 Button Lane, LaGrange): Ice Machine in Kitchen

Central Office (6165 W Hwy 146, Crestwood): Ice Machine in Kitchen

Grounds Garage (1340 Colonel Dr, LaGrange): Ice Machine in Copy Room

Transportation Garage (100 Button Lane, LaGrange): Ice Machine in Kitchen

*This list is allowed to change based on each location's need to update or replace equipment.