



**Ballard County School's
Food Service Department
11 Vocational School Road
Barlow, KY 42024**

REQUEST FOR PROPOSAL

RFP #: BMHS Cafe

Cafeteria Remodel

PROPOSAL SUBMISSION DEADLINE:

April 12, 2022

This document constitutes a Request for Proposal for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for Ballard County Schools.

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

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

DEFINITIONS

ADDENDA

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

PROPOSAL

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

OFFEROR

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

PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request for Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

RFP

Request for Proposal

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

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by Ballard County Schools shall be deemed incorporated by reference in these specifications as though quoted fully herein. Ballard County Schools function under the [Model Procurement Code, Kentucky Revised Statutes 45A](#), which allows the school system to function by approved regulations. It is the responsibility of the offeror to be familiar with these Regulations.

VENDOR PROPOSAL SUBMISSION CHECKLIST

Please ensure that you have submitted each of the following documents with your response.

FAILURE TO SIGN THE SOLICITATION RESPONSE COVER PAGE, TECHNICAL PROPOSAL, OR THE COST PROPOSAL WILL RESULT IN DISQUALIFICATION.

TECHNICAL PROPOSAL - SUBMIT IN ENVELOPE OR BOX (*do not include pricing information here*)

ATTACHMENT A (*signed*) - SOLICITATION RESPONSE COVER PAGE

ARTICLE 5 (*signed*) - TECHNICAL PROPOSAL (using your preferred format)

ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT [This is optional during the RFP process but is required within 3 business days of preliminary notice of contract award.]

ATTACHMENT B - NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT

ATTACHMENT E (if applicable) (*notarized*) - QUALIFIED VENDOR AFFIDAVIT

ATTACHMENT F (*signed*) - AUTHENTICATION OF BID AND STATEMENT OF NON-CONFLICT OF INTEREST

ATTACHMENT G (*signed*) - DISCOUNT PERCENTAGE

ATTACHMENT H (*signed*) - MINORITY AND WOMEN BUSINESS ENTERPRISE INITIATIVE

ATTACHMENT I (*signed*) - DEBARMENT CERTIFICATE

ATTACHMENT J – LEGAL BID BOND OR BONDING SECURITY DOCUMENT (if required per ARTICLE 4)

COST PROPOSAL - SUBMIT IN SEALED SEPARATE ENVELOPE (and place it inside the technical response envelope/box)

ATTACHMENT K (*signed*) - COST PROPOSAL (as instructed in Article 6)

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

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

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

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

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

STATEMENT PURSUANT TO KRS 45A.990

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY SCHOOLS, 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 CAMPBELL COUNTY SCHOOLS, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT

LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY SCHOOLS, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

INSTRUCTIONS AND CONDITIONS

Note: All time references in this RFP refer to the Central Time Zone.

	Release of RFP	March 22, 2021
	Written Questions due by 3:30 pm	March 29, 2021
	Proposals Due by 2:00 pm	April 12, 2021
In-person, mailed, and courier-delivered proposals shall be delivered to Ballard County Schools, 11 Vocational School Rd, Barlow, KY 42024 All bidders are cautioned to be aware of check-in, security procedures, and potential long lines at the Board Office. Delays due to these procedures shall not be justification for acceptance of a late proposal.		

SCOPE OF WORK

The purpose of this RFP is to solicit proposals from qualified vendors to provide updated cafeteria seating, wall coverings, and technology options to the Ballard Memorial High School cafeteria.

Ballard County Schools

The successful bidder must remove and relocate existing cafeteria seating and decor to a designated area. Surplus seating will be ready for removal prior to the delivery and installation dates for Ballard County Schools.

Specification Section

Please note that the specified brands and model numbers have been specifically selected to serve a specific aesthetic look and feel on this project. Any alternate brands submitted must have an equivalent or better appeal and be approved by Amber Hayes, FSD.

A site inspection is to be conducted prior to the bid closing by each bidder in coordination with the district. Inspections can be scheduled from March 23, 2022 – April 8, 2022. Inspections can be scheduled in Ballard County Schools by emailing amber.hayes@ballardcountyschools.us

All bids shall include delivery, uncrating, assembly, set in place, hook-ups completed, staff training, and equipment testing.

Any discrepancies/differences between supplied specs and specifications submitted by the bidder must have discrepancies/differences identifies (highlighted) by the submitting vendor.

AWARD OF CONTRACT

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

PERIOD OF CONTRACT

The initial contract period is expected to be from April 12, 2022 or upon Board approval through August 31, 2022.

BALLARD COUNTY BOARD OF EDUCATION: reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. Ballard County Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

SITE VISIT: FSE must coordinate with Amber Hayes and conduct a site visit ten business days before bid date.

BIDDERS INSTRUCTIONS: Physical bid must be hand delivered to Ballard County BOE.

MANUFACTURER: Low Temp Industries (Visions Design), AmTab Furniture, and approved alternates.

ALTERNATES: Suggested alternates must be submitted for approval no less than ten business days before the bid date and conform or exceed to all specified product details.

EQUIPMENT SPECIFICATIONS

ITEM NO. A3: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. SIGNAGE

DESCRIPTION: Old Plane

Approximately 66" X 42"
3 MM Brushed Aluminum Renobond w/ Digital Print Graphics

ITEM NO. B1: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. SIGNAGE

DESCRIPTION: Bomber

Approximately 240" X 85"
6 MM PVC w/ Digital Print Graphics

ITEM NO. B2: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. SIGNAGE

DESCRIPTION: Core Values

Approximately 118" X 18"
Clear Acrylic w/ Digital Print Graphics & Standoff Hardware

ITEM NO. B3: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. SIGNAGE

DESCRIPTION: Truth

Approximately 67" X 18"
Clear Acrylic w/ Digital Print Graphics & Standoff Hardware

ITEM NO. B4: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Honor

Approximately 67" X 18"

Clear Acrylic w/ Digital Print Graphics & Standoff Hardware

ITEM NO. B5: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Loyalty

Approximately 82" X 18"

Clear Acrylic w/ Digital Print Graphics & Standoff Hardware

ITEM NO. C1: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Adventure Awaits
Map

Approximately 86" X 60"

3 MM Brushed Aluminum Renobond w/ Digital Print Graphics

ITEM NO. C2: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Propeller

Approximately 66" X 42"

3 MM Brushed Aluminum Renobound w/ Digital Print Graphics

ITEM NO. C3: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Vintage Plane

Approximately 66" X 42"

3 MM Brushed Aluminum Renobound w/ Digital Print Graphics

ITEM NO. C4: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Control Panel

Approximately 66" X 42"

3 MM Brushed Aluminum Renobound w/ Digital Print Graphics

ITEM NO. F1: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Fresh Cafe

Approximately 66" X 42"
6 MM PVC w/ Digital Print Graphics

ITEM NO. G1: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Fire Grill

Approximately 60" X 24"
6 MM PVC w/ Digital Print Graphics

ITEM NO. G2: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Global Eats

Approximately 60" X 24"
6 MM PVC w/ Digital Print Graphics

ITEM NO. GP: SIGN, WALL-MOUNTED

QUANTITY: SIX (6)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Gallery Photo
Background Approximately 72" X
48"

6 MM PVC w/ Digital Print Graphics

ITEM NO. GS1: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Elevate BC

Approximately 130" X 14"
6 MM PVC w/ Digital Print Graphics

ITEM NO. GS2: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Bomber Pride

Approximately 150" X 14"
6 MM PVC w/ Digital Print Graphics

ITEM NO. GS3: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp

Industries Model No. SIGNAGE

DESCRIPTION: Ballard County

Approximately 150" X 14"

6 MM PVC w/ Digital Print Graphics

ITEM NO. GS4: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. SIGNAGE

DESCRIPTION: Honoring All Who Served

Approximately 270" X 14"

6 MM PVC w/ Digital Print Graphics

ITEM NO. GS5: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. SIGNAGE

DESCRIPTION: Ballard Memorial Bomber

Approximately 175" X 30"

6 MM PVC w/ Digital Print Graphics

ITEM NO. H1: SIGN, WALL-MOUNTED

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. SIGNAGE

DESCRIPTION: Vintage Plane

Approximately 66" X 42"

3 MM Brushed Aluminum w/ Digital Print Graphics

ITEM NO. MS1: SIGN, WALL-MOUNTED

QUANTITY: SIX (6)

MFG. AND MODEL: Premier Metal &

Glass Model No. SIGNAGE

DESCRIPTION: Military Seals

3/8" CLEAR TEMPERED GLASS WITH POLISHED EDGES; INCLUDES
CUSTOM

PRINTED DESIGN; INCLUDES 1/2" HOLES FOR MOUNTING TO WALL;
STANDOFFS

PROVIDED BY PMG; APPROX 45" RADIUS; SEE DRAWING FOR DETAIL

ITEM NO. P: WALL PAINT - SUPPLIES

QUANTITY: ONE (1)

MFG. AND MODEL: Low Temp Industries Model No. PAINTING

DESCRIPTION: Wall Paint

Painting per Visions Design Package

ITEM NO. PR: REPLICA PROPELLER

QUANTITY: FOUR (4)

MFG. AND MODEL: Low Temp Industries

Model No. REPLICA PROPELLER DESCRIPTION:

Replica Propeller

Wall Mounted Propeller

ITEM NO. MEDIA: MEDIA TV WALL

QUANTITY: ONE (1)

MFG. AND MODEL: Custom Model No. MEDIA WALL

DESCRIPTION: (40) IRIS-R3G2

(7) CASE-IRIS-6

(4) IRIS-ICON-FLY2

(1) NovaStar-VX1000

(1) Media Wall locking cabinet

ITEM NO. FURNITURE: CAFETERIA FURNITURE PACKAGE

QUANTITY: ONE (1)

MFG. AND MODEL: AmTab Manufacturing Corporation

Model No. FURNITURE PACKAGE DESCRIPTION: AmTab

Manufacturing Corporation Model No. FURNITURE PACKAGE

See AmTab Design Package

ITEM NO. ELECTRIC: ELECTRICAL UPGRADES

QUANTITY: ONE (1)

MFG. AND MODEL: Custom Model No. ELECTRICAL UPGRADES

DESCRIPTION: Electrical Upgrades

Lighting for MS1 Wall Signs

Power for Media Wall

ITEM NO. P-LABOR: PAINT LABOR

QUANTITY: ONE (1)

MFG. AND MODEL: Custom Model No. PAINT - LABOR

DESCRIPTION: Labor of Painting

Painting per Visions Design Package

ITEM NO. FSC-LABOR: FSC - MISC

QUANTITY: ONE (1)

MFG. AND MODEL: Custom Model No. FSC - MISC

DESCRIPTION: Labor of Painting

Painting per Visions Design Package

ITEM NO. MEDIA LABOR: MEDIA - LABOR

QUANTITY: ONE (1)

MFG. AND MODEL: Custom Model No. MEDIA - LABOR

DESCRIPTION: MEDIA - LABOR

Labor for Installation of Media Wall.

ITEM NO. FREIGHT: FRIEHT
QUANTITY: ONE (1)
MFG. AND MODEL: Custom Model No. FREIGHT
DESCRIPTION: Custom Model No. FREIGHT
Freight & Delivery

INVOICING

Invoicing terms shall be Net 30. Invoices shall be paid within 30 days after receipt.

Awarded FSC should provide a billing invoice for each purchase that reflects at least the following information:

- The Contractor's name
- District Purchase order number
- Detailed list of delivered items
- Order date
- Delivery date
- Net cost to Board of Education
- Net cost to Food Service

FORM OF AGREEMENT (CONTRACT) BETWEEN BOARD AND CONTRACTOR

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

NON-DISCRIMINATION

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

30.1

The Offeror shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Offeror shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

30.2

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

30.3

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

UTILIZATION OF MINORITY VENDORS

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

FUEL SURCHARGES

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

TOBACCO-FREE CAMPUSES

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

TERMINATION

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

ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items as agreed upon in the Contract - within 48 hours (or as mutually agreed) - shall be considered a default.

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

Modifications, additions, or changes to the terms and conditions of this RFP may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms (if provided and mandated).

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with Federal Acquisition Regulation 52.209-5, the vendor shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

BUY AMERICAN

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

The following clause language is suggested but not mandatory:

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food

product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing 10 days prior of delivery date, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior written approval of the Food Service Director, will be rejected. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

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

COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

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

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

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

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

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

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

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

DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Ballard County Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Ballard County Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(9)(a), a "security breach" means "

The unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or the agency (Ballard County Schools) or the nonaffiliated third party (the vendor) believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals; or

1. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or the agency (Ballard County Schools) or the nonaffiliated third party (the vendor) reasonably believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals."

As provided in KRS 61.931(5), a “nonaffiliated third party” means “Any person that (a) has a contract or agreement with an agency (Ballard County Schools); and receives personal information from the agency (Campbell County Schools and/or Madison County Schools) pursuant to the contract or agreement.”

The vendor hereby agrees to cooperate with Ballard County Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

The vendor shall notify as soon as possible, but within seventy-two (72) hours, Ballard County Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the vendor, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Ballard County School’s Food Service Director, Amber Hayes, 11 Vocational School Rd, Barlow, KY 42024,(270)-665-8400. The notice to Ballard County Schools shall include all information the vendor has with regard to the security breach at the time of notification.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Ballard County Schools Chief Financial Officer, Superintendent, Director of Information Technology and Manager of Payroll and Cash Management of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that Ballard County Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article.

In the event of a security breach relating to Personal Information, the vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the vendor will satisfy the notification deadlines in KRS 61.933(1)(b) but the vendor will ensure that Ballard County Schools has the opportunity to review and approve all notices to be sent. Ballard County Schools will have the opportunity to review any report produced as the result of the investigation. The vendor will be fully responsible for all costs associated with compliance by the vendor and Ballard County Schools with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

If the vendor is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the vendor’s unauthorized disclosure of one (1) or more data elements of Personal Information that is the same as one (1) or more of the data elements of Personal Information listed in KRS 61.931(6)(a) to (f), the vendor shall meet the requirements of the Act by providing to Ballard County Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology (<http://technology.ky.gov/policy/Pages/CIO-090.aspx>) and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if the vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates a cloud computing service,” which is defined in KRS 365.734(1)(a) as “a service that provides, and that is marketed and designed to provide, an educational institution with account-based access to online computing services”), or, through service to Ballard County Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student’s parent. The vendor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.
- With a written agreement for educational research, the vendor may assist Ballard County Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Ballard County Schools that it will comply with KRS 365.734(2)

CERTIFICATIONS AND ASSURANCES

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

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (9) Retention of all required records for five (5) years after grantees or subgrantees make final payments and all other pending matters are closed.
- (10) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 740-7671q), and the Federal Water Pollution Act amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (Contracts, subcontracts, and subgrants of amounts in excess of \$150,000).
- (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- (12) If the contract is over 100,000, the Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Form SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to Ballard County Schools.

REQUIRED CLAUSES

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under a Federal award must contain provisions set forth in 2 C.F.R. Pt.

200, App. II., as applicable. Please note, however, that not all of these provisions must be included in every contract awarded by a school district's food service department. If you are unsure whether you will need to include a specific federal clause in your contract, please consult with an attorney.

2 C.F.R. Pt. 200, App. II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

REMEDIES: If the contract is for more than the simplified acquisition threshold currently set at \$150,000, your contract must include a clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

TERMINATION: If the contract is in excess of \$10,000, your contract must contain a clause that addresses termination for cause and for convenience by the school district including the manner by which it will be affected and the basis for settlement. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

CLEAN AIR / CLEAN WATER: For contracts and subgrants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Neither KDE nor the USDA prescribes the form or content of these clauses. The following are suggestions of clauses that can be used:

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§
- 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

SUSPENSION AND DEBARMENT: Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required.

The following clause language is suggested, but not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

- Suspension and Debarment

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 {insert name of school district}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert name of school district}, 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.

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).

The following clause is suggested, but not mandatory.

Neither KDE nor the USDA prescribes the form or content of these clauses. The following is a suggestion of clause that can be used:

- The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the {insert name of contracting entity}.

EQUAL EMPLOYMENT OPPORTUNITY. This clause would be required only for contracts that meet the definition of “federally assisted construction contract.” Generally speaking, expenses associated with construction projects are not allowable expenses to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

DAVIS-BACON ACT CLAUSE. This clause would be required only for prime construction contracts in excess of \$2,000 awarded by non-Federal entities. Generally speaking, expenses associated with construction projects are not allowable expenses to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSE. This clause would be required only for contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers. Generally speaking, expenses of this amount and of this nature are associated with construction projects. Generally speaking, expenses associated with construction projects are not allowable expenses to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. This clause is only necessary when the award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the school food authority wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. A food service department generally does not

award contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322. This provision only applies to a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. You should consult with an attorney to determine whether this clause applies to you and your contractors.

PROVISIONS REQUIRED BY THE FEDERAL AGENCY (USDA)

Please keep in mind that this document only addresses the requirements of 2 C.F.R. Pt. 200, App. II. Districts will also have to ensure that the contract includes the requirements of provisions of 7 CFR 210.21.

COST REIMBURSABLE CONTRACTS. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

The contract language provided below is mandatory.

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

or

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

- The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

RFP # **Ballard Cafe**
Cafeteria Remodel

Issued by:
Amber Hayes, 11 Vocational School Rd., Barlow, KY 42024

Date RFP Issued: May 6, 2021

Date/Time RFP closes: June 3, 2021 @ 2:00pm

VENDOR TO COMPLETE THE FOLLOWING:

Ownership type:

_____	Sole Proprietorship	Social Security Number	_____
(or)			
_____	Partnership	FEIN #	_____
(or)			
_____	Corporation	FEIN #	_____

Vendor Name: _____

Physical Address:

Remit Payments to:

Vendor Contact: _____

Contact Telephone: _____

Contact Email: _____

Signature [REQUIRED]

Date

ATTACHMENT B
RFP: Ballard Cafe

NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

IT IS IMPORTANT THAT YOU RESPOND TO THIS INQUIRY

Ballard County Schools confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on all contracts awarded by the Board of Education.

Please answer the following:

Is your company complying with Federal regulations relating to Non-Discrimination?

Circle one YES NO

Is your company a minority-owned business?

Circle one YES NO

ATTACHMENT C
RFP: Ballard Cafe

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS APPLIES TO SOLICITATIONS AND CONTRACTS FOR SERVICES [KRS 45A.395]

Solicitation/Contract #: RFP: Ballard Cafe

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements of Executive Order 2015-370 and will pay all workers working on or in connection with any contract awarded a minimum of \$10.10 per hour for all regular, hourly employees and a minimum of \$4.90 per hour for all tipped employees for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

- b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title
Company Name

Date

Address _____

Subscribed and sworn to before me by _____

(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary] My commission expires: _____

ATTACHMENT D
RFP: Ballard Cafe

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

If claiming Kentucky residency status this completed form must be NOTARIZED and submitted with the Offeror's technical proposal.

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding 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:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

Ballard County Schools reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____	_____
Signature	Printed Name
_____	_____
Title	Date
Company Name:	
Address:	_____

Subscribed and sworn to before me by _____

Affiant Title Company Name

of _____ this _____ day of _____, 20_____

My Commission Expires:

Notary Public
[seal of notary]

ATTACHMENT E
RFP: Ballard Cafe

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

_____	_____
Signature	Printed Name
_____	_____
Title	Date
Company Name:	_____
Address:	_____

Subscribed and sworn to before me by _____

of _____ this _____ day of _____, 20____

_____ My Commission Expires: _____

Notary Public
[seal of notary]

ATTACHMENT F
RFP: Ballard Cafe

AUTHENTICATION OF BID AND STATEMENT OF NON-CONFLICT OF INTEREST

I hereby swear or affirm under penalty of false swearing as provided by *KRS 432.170*:

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

That the attached bid or bids covering Ballard County Schools, Child Nutrition Department 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 the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bids

That the bidder is legally entitled to enter into the contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.092, 61.096 and 42.990.

That I have fully informed myself regarding the accuracy of the statements made above. [Any agreement of collusion among bidders or prospective bidders that restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fix price, or to refrain from bidding, or otherwise, is prohibited.] Further I understand the provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State. Further, I understand that any person who violates any provisions of Kentucky Revised Statues 45.460 shall be guilty of a felony and shall be punished by a fine no less than \$5,000 and no more than \$10,000 or be imprisoned not less than one year nor more than five years, or both fined and imprisonment. Any firm, corporation, or association that violates KRS 45.460 shall be fined not less than \$10,000 or more than \$20,000.

Signature

Printed Name

Title

Date

ATTACHMENT G

RFP: Ballard Cafe

DISCOUNT PERCENTAGE

THIS CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with this Invitation for Bid, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within the time stipulated above, to furnish any or all the items upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Items shall be shipped prepaid and delivered according to the listed schedule.

Terms of _____% cash discount apply if invoices are paid within _____ days after delivery and acceptance of goods.

Signature

Printed Name

Title

Date

Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions herein

ATTACHMENT H

RFP: Ballard Cafe

MINORITY AND WOMEN BUSINESS ENTERPRISE INITIATIVE

Department of Economic Development
701 East Main Street
Lexington, Kentucky 40502

Non-Construction Projects – Bids & Awards

Minority Owned & Women Owned Business Enterprises

STATEMENT OF COMMITMENT

Ballard County Schools actively and aggressively encourages and promotes the participation of Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) as vendors, suppliers and construction contractors and subcontractors.

To ensure the success of this proactive measure, the Ballard County Schools will provide training and education for those employees functioning in decision-making roles regarding the procurement of goods and services. The training programs will occur at established intervals and will achieve its goals through increasing awareness of District policies related to procurement and solicitation procedures.

The District's commitment extends to all providers of goods and services, which are broken down into the following categories,

1. Construction Contractors
2. Personal Service Contractors
3. Vendor/Supplier of Tangible Goods and Commodities

DEFINITIONS

For the purposes of Ballard County Schools Minority Owned and Women Owned Business Enterprise initiatives (M/WBE), the following definitions are application:

Minority Business Enterprises - A business is at least 51 percent or more owned and controlled by a minority group member or members.

Minority Group Member - An individual who is a citizen of the United States and of the following:

- a. Black American (an individual of the black race of African origin);
- b. Hispanic American (an individual of Spanish speaking culture, origin or parentage);
- c. Asian American (an individual of a culture, origin or parentage traceable to areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands);
- d. American Indian (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification from a tribal leader.
- e. American Eskimo or American Aleut.

Woman Business Enterprise - A business that is at least 51 percent or more owned and controlled by a woman or women. A Woman Business Enterprise is not a member of a minority group.

CONSTITUTION

Each prospective contractor/vendor must submit with the bid documents a "Schedule for Participation by Minority and/or Women Business Enterprises" showing what party of the contract includes minority and/or Women Business Enterprises as subcontractors.

Signature

Printed Name

Title

Date

Schedule for Participation by Minority/Woman business Enterprises

RFP 2020-R04

Contact Person _____

Current Address _____

Phone _____

Email _____

The above-named bidder intends to fulfill its commitment to minority/women business enterprises' participation in the following manner:

(May use separate attachment)

Name, Address, and Phone Number of Minority/Women-Owned firms to be used:

Contact Person and Title: _____

Types of Services/Supplies Offered: _____

No sub-contractors are being used on this project. _____ (*sign to acknowledge*)

Company Profile

Check the appropriate box below to describe your company

Minority Business Enterprise

Women Business Enterprise

Both of the above

None of the above

Other:

ATTACHMENT I
RFP: Ballard Cafe

U.S. Department of Agriculture

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

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by Contacting the Department of Agriculture agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an Explanation to this proposal.

Organization Name

Signature

Printed Name

Title

Date

ATTACHMENT J
RFP: Ballard Cafe

BID BOND

To meet Kentucky Revised Statutes purchase orders that are issued that are under \$25,000.00 will not require a bond. Purchase Orders issued that exceeds \$25,000.00 will require the contractor to bond.

Include the Bid Bond, if necessary, as Attachment J.