



**LIVINGSTON COUNTY SCHOOLS  
SCHOOL NUTRITION DEPARTMENT  
840 CUTOFF ROAD  
SMITHLAND, KY 42081**

**INVITATION TO BID  
TWO COMPARTMENT WALK-IN FREEZER & COOLER**

**LIVINGSTON CENTRAL HIGH SCHOOL  
750 US-60  
SMITHLAND, KY 42081**

**Items:** Walk-In Freezer & Cooler

**Type Contract:** Bid Contract

**Release of RFP:** February 29th, 2024

**Site Visit Inspection:** March 18th, 2024 at 10:00AM CST at Livingston Central High School

**Written Questions:** March 29th, 2024 by 1:00PM CST

**Anticipated District Response to Written Question:** April 12th, 2024

**Proposals Due:** April 22nd, 2024 at 1:00 PM CST  
All bids must be received by the time designated in the invitation, none will be considered thereafter.

**Mail To/Hand Deliver To:** Kristy Nelson  
% Livingston County Board of Education  
840 Cutoff Road  
Smithland, KY 42081

**Return envelope MUST be plainly marked "Sealed Bid-Two Compartment Walk-in Freezer & Cooler"**

**Project Completion Date:** July 2024

**Contact:** If you have any questions concerning this bid contract:  
Kristy Nelson  
School Nutrition Director  
kristy.nelson@livingston.kyschools.us  
270-928-2111

This document constitutes a Invitation to Bid for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for Livingston County Schools.

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

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

The following terms are interchangeable: Livingston County Schools and district.

The following terms are interchangeable: Solicitation, Request for Proposal, and RFP.

The following terms are interchangeable: Offeror, Vendor, Proposer, Bidder

The following terms are interchangeable: Cost and Price.

The following terms are interchangeable: Commonwealth of Kentucky and Commonwealth.

The Chief Procurement Officer is the Superintendent of Livingston County Schools.

## **DEFINITIONS**

### **ADDENDA**

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

### **PROPOSAL**

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

### **BIDDER**

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

### **BID DOCUMENTS**

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

### **ITB**

Invitation to bid

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 Livingston County Schools shall be deemed incorporated by reference in these specifications as though quoted fully herein. Livingston County Schools function under the [Model Procurement Code, Kentucky Revised Statutes 45A](#), which allows the school system to function by approved regulations. Copies of these regulations are on file in the Livingston County Board of Education Finance Department and may be picked up between the hours of 8:00 am and 4:00 pm (EST), Monday through Friday. It is the responsibility of the offeror to be familiar with these Regulations.

## **PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS**

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

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL 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 LIVINGSTON 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 LIVINGSTON COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

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

## **INSTRUCTIONS AND CONDITIONS**

### **ARTICLE 1 - POSTING**

1.1- Electronic copies of the ITB and addenda may be downloaded anytime from the district website as posted- [www.livingston.kyschools.us](http://www.livingston.kyschools.us) .

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

### **ARTICLE 2 - QUESTIONS**

2.1- Questions must be submitted in writing via email to [kristy.nelson@livingston.kyschools.us](mailto:kristy.nelson@livingston.kyschools.us) no later than March 29th, 2024 at 1:00 pm.

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

### **ARTICLE 3 - DATE AND TIME OF CLOSING**

3.1- Bids will be received until April 22nd, 2024 at 1:00 pm CST. Bids must be received by this deadline to be considered for evaluation.

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

3.3- Project closure date- July 2024

### **ARTICLE 4 - SCOPE OF WORK**

The purpose of this ITB is to solicit proposals from qualified vendors to provide a Two Compartment Walk-in Freezer & Cooler to the following Livingston County School:

Livingston Central High School  
750 US Hwy 60  
Smithland, KY 42081

The District intends to award the Contract for the Two compartment Walk-in Freezer & Cooler project to the highest-scoring responsive and responsible vendor providing the best value to the District.

## **FOOD SERVICE EQUIPMENT**

### **1. SCOPE**

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

### **2. DESCRIPTION**

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

B. Food Equipment Contractor's Work includes:

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

### **3. QUALITY ASSURANCE**

A. Qualifications: Bidder shall have engineering personnel and facilities to design, detail and fabricate quality food facilities equipment of type and size used on this project.

B. FEC: Must perform site visit to determine/verify size, electrical, and plumbing requirements.

C. Requirements of Regulatory Agencies:

1. Comply with and bear seal of:
  - a. National Sanitation Foundation
  - b. Underwriter's Laboratory
2. National Electrical Code 2005 edition
3. O.S.H.A.
4. International Mechanical Code 2000 and other Uniform Plumbing and Mechanical Codes, State of Kentucky

### **4. WARRANTY**

A. FEC shall warranty all equipment furnished under this contract against defects in material and workmanship for a minimum period of two (2) year, unless specifically mentioned in this document or if the standard factory warranty is longer than two years. Holding cabinets must have five (5) year warranty. Reach-in Refrigerators must have a three (3) year warranty. All buy-out equipment shall have

A. factory warranty covering one-year parts and labor. Warranty shall go into effect on date of

substantial completion or date put into use by Owner, whichever is sooner.

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

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

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

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

## 5. PRODUCT(S) SPECS

- Indoor walk-in cooler/freezer/freezer combination walk-in unit, measuring 7'-10" long x 17'-7 ½" wide and 8' high.
- Refrigeration to be sized per compartments.
- Refrigeration to be outdoor with outdoor housing.
- Exterior finish to be embossed galvalume, 24 ga Metal **OR** 26 Gauge Corrosion Resistant Stucco Embossed Coated Steel
- Interior finish to be embossed white galvalume, **OR** 26 Gauge Corrosion Resistant Stucco Embossed Coated Steel with Smooth Galvanized Ceiling topside
- Screed material to mount to existing vapor barrier or other appropriate sealer
- 48" LED lights (1 per compartment)
- Doors to have (3) hinges and 36" kickplates to interior and exterior of door.
- Doors must include inside release.
- Doors must be consistent with interior and exterior finish of compartments.
- Floor must be included.
- Freezer compartment dimensions must be 7'-2" wide x 9'- 1.5" long and 7' -4" high.
- Refrigeration compartment dimensions must be 7'-2" wide x 7'-6" long and 7' -4" high.
- Wall thickness for freezers to be 5", and coolers to be 4". All ceilings to be 5" thick.
- Manufacturer must be in compliance with EISA requirements.
- Demo of existing walk-ins and refrigeration systems; including removing all materials from existing walk-ins. During demo you are required to put a plastic barrier/wall with door around construction area to prevent any debris in the active kitchen. Must comply with all health care regulations.
- Deliver and install walk-in units, refrigeration systems, trim and to assure all trash in area is kept clean.
- Supply and install PVC sleeves on all refrigeration piping.
- Contractor must perform start-ups and training of staff.
- Contractor must provide all electrical connections and materials, if needed.

## 6. EXECUTION

### A. Inspection

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

### B. Specifications: FEC will be responsible for making final electrical, water, and waste connections.

1. The duties of the FEC in relation to other trades: The FEC shall coordinate and to be responsible relating information to other trades.
2. All equipment resting against walls, floors, ceilings, masonry bases and/or other equipment shall be sealed with silicone sealer, as specified.
3. The FEC is responsible during the progress of the project for protection of his/her equipment against fire, theft, damage, etc., until the date of final acceptance by Owner.

### C. Testing, Demonstration, Instruction

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

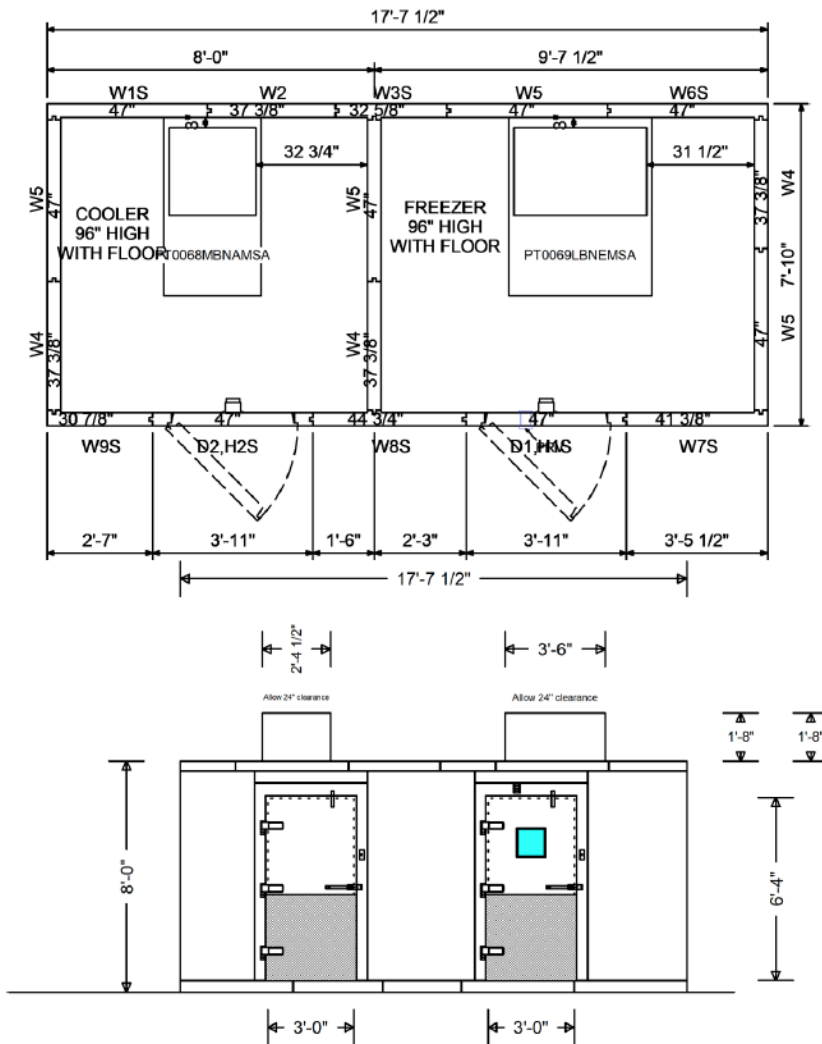


2. The FEC shall thoroughly instruct Owner and/or Owner's duly authorized representative in the operation of all equipment, item by item, including fabricated equipment.
  - a. Instruction shall include the care and cleaning of all equipment and a complete demonstration of operation. Follow-up instruction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

D. Cleaning

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

Please note that the following engineered drawing has been selected to serve a specific purpose on this project and conform to established utility requirements. Alternative brands will be considered. An electronic copy of the drawing can be requested via email to [kristy.nelson@livingston.kyschools.us](mailto:kristy.nelson@livingston.kyschools.us).



## **Additional Terms and Conditions**

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

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

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

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

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

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

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

Fuel Surcharges and other similar charges are not permitted.

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

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

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

A copy of the approved calendar ccn be found at [www.livingston.kyschools.us](http://www.livingston.kyschools.us).

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

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

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

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

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

Successful vendors shall provide two (2) copies of Materials Safety Data Sheet (MSDS) on material covered by OSHA Standard 1910.1200 as a condition of purchase.

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

#### **ARTICLE 1 - AWARD OF CONTRACT**

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

#### **ARTICLE 2 - DISCUSSION OF PROPOSALS**

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

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

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

#### **ARTICLE 3 - TREATMENT OF PROPOSALS**

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

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

#### **ARTICLE 4 - MODIFICATION OR WITHDRAWAL OF PROPOSAL**

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

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

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

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

#### **ARTICLE 5 - INTERPRETATION OR CORRECTION OF RFPs**

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

5.2- Any interpretation, correction, or change of the ITB will be made by addendum, issued by the School Nutrition Director, and posted to the Livingston County Schools website. Vendors are encouraged to check the website often. Interpretations, corrections, or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, and changes.

#### **ARTICLE 6 - ADDENDA**

6.1- Addenda will be posted to the district website- [www.livingston.kyschools.us](http://www.livingston.kyschools.us) and will also be available in hard copy form at the Livingston County Board of Education, 840 Cutoff Road, Smithland, KY 42081. It is important for vendors to check the website often for posted addenda.

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

#### **ARTICLE 7 - RIGHT TO REJECT**

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

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

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

## **ARTICLE 8 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES**

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

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

## **ARTICLE 9 - FAILURE TO RESPOND**

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

## **ARTICLE 10 - CONFIDENTIAL DATA**

10.1- Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.

10.2- If the School Nutrition Director does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

## **ARTICLE 11 - ACCEPTANCE BY BOARD**

11.1- If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 11.

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

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

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

## **ARTICLE 12 - FORM OF AGREEMENT (CONTRACT) BETWEEN BOARD AND CONTRACTOR**

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

## **ARTICLE 13 - TABULATIONS**

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

## **ARTICLE 14 - PRICES**

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

## **ARTICLE 15 – KOSHA STANDARDS**

If applicable, all materials and services must meet or exceed [Kentucky Occupational Safety and Health Standards](#) (KOSHA).

## **ARTICLE 16 - EXCUSE FOR NON-PERFORMANCE**

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

## **ARTICLE 17 – PENALTIES**

In case of default by the vendor, Livingston County Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

### **Termination for Convenience**

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

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

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

## **ARTICLE 18 - TAXES**

### **18.1 - Kentucky Sales and/or Use Tax**

(a) Proposers are informed that service contracts of the Board of Education of Livingston County Schools, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.

(b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

### **18.2 - Federal Excise Tax**

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

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

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

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

## **ARTICLE 19 - NON-DISCRIMINATION**

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

19.1- 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.

19.2- 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.

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

## **ARTICLE 20 - 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](mailto: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](mailto:Finance.ContractCompliance@ky.gov).

## **ARTICLE 21 - SERVICES EVALUATION**

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

## **ARTICLE 22 - REIMBURSEMENT/COSTS**

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

## **ARTICLE 23 – FUEL SURCHARGES**

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

## **ARTICLE 24 - TOBACCO-FREE CAMPUSES**

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

## **ARTICLE 25 - TERMINATION**

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

## **ARTICLE 26 - ACCESS TO RECORDS**

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

## **ARTICLE 27 - PENALTY**

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

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

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



## **ARTICLE 28 - 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.)

## **ARTICLE 29 - 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 the 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.

### **ARTICLE 30 - 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 Livingston County Schools, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits that are received based on any purchases made on behalf of the District.

### **ARTICLE 31 - COST REIMBURSABLE CONTRACTS**

The following conditions apply to cost reimbursable contracts:

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

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

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

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

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

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

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

### **ARTICLE 32 - DATA SECURITY AND BREACH PROTOCOLS**

Vendors that are provided by Livingston 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 Livingston 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;
- a) A Social Security number;
- b) A taxpayer identification number that incorporates a Social Security number;
- c) A driver's license number, state identification card number or other individual identification number issued by an agency;
- d) A passport number or other identification number issued by the United States government; or
- e) 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 (Livingston 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 (Livingston 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 (Livingston County Schools); and receives personal information from the agency (Livingston County Schools) pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with Livingston 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, Livingston 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 Livingston County Schools, School Nutrition Director, 840 Cutoff Road, Smithland, KY 423081. The notice to Livingston 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 Livingston County Schools Chief Financial Officer, Chief Operations Officer, Chief Business Officer, 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 Livingston 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 an event, the vendor will satisfy the notification deadlines in KRS 61.933(1)(b) but the vendor will ensure that Livingston County Schools has the opportunity to review and approve all notices to be sent. Livingston 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 Livingston 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 Livingston 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 Livingston 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 Livingston 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 Livingston County Schools that it will comply with KRS 365.734(2).

### **ARTICLE 33 - FINAL DISPOSITION OF LIVINGSTON COUNTY SCHOOLS DATA**

The Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Contract that Livingston County Schools data will be made available to Livingston County Schools in the format requested by the Board. The Contractor also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making Livingston County Schools data available to Livingston County Schools in the format requested by the Board, the Contractor shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all Livingston County Schools data, regardless of its format, mode of storage or location, including such data that may have been provided to the contractor's employees, subcontractors, agents, or other affiliated persons or entities, according to the standards enumerated in NIST Publication 800-88, and certify in writing that these actions have been completed, within 30 days of the termination, cancellation, expiration, or other conclusion of this Contract, or within 7 days of receiving the written request of the Chief Financial Officer or the Chief of Data Management, Planning and Program Evaluation of Livingston County Schools, whichever shall come first.

### **ARTICLE 34 - 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 MLivingston 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 OR CONVENIENCE:** Termination for Cause: The SFA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SFA, upon request, with adequate assurances of future performance. The SFA shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date. In the event of termination for cause, the SFA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SFA for any and all rights and remedies provided by law. If it is determined that the SFA improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The Contractor may also terminate this contract under the same set of aforementioned conditions."
- (3) **Termination for Convenience:** "The SFA may terminate this contract for any reason, provided that the SFA shall be required to provide the Contractor with a prior sixty (60) days' written notice of the effective date of such termination (Include the "Termination for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions.
- (4) **EQUAL EMPLOYMENT OPPORTUNITY:**The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the

Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

- (5) DAVIS-BACON ACT: The successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.
- (6) COPELAND "ANTI-KICKBACK" ACT: Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- (7) 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)
- (8) 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)

- (9) 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.
- (10) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (11) Retention of all required records for five (5) years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) 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).
- (13) 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).
- (14) 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 Livingston County Schools.

**ARTICLE 35 - HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) (if applicable)**

HACCP is a prevention-based food safety system that identifies and monitors food safety hazards that can adversely affect the safety of food products. Livingston County Schools has implemented a written HACCP plan for the Nutrition Service Center and school sites.

**ARTICLE 36 - CAMPAIGN FINANCE**

The Offeror certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.



## ARTICLE 37- 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.

**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 principles 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.

### **USDA Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete the [USDA Program Discrimination Complaint Online Form](#) (AD-3027) found online at [How to file a Complaint](#), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**CONTRACT SECTION**

**ATTACHMENT A  
ITB:TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

Issued by:  
Livingston County Schools  
840 Cutoff Road  
Smithland, KY 42081

Date ITB Issued: February 28th, 2024

Date/Time ITB closes: April 22nd, 2024 at 1:00PM CST

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We, the undersigned, have carefully examined the specification and other bid documents for the two compartment walk-in freezer & cooler as listed and the attached sheets and agree to furnish these items in accordance with all bid documentation at the price stated herein.

TOTAL UNITS, INSTALLATION AND SERVICE COST \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Physical Address:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Remit Payments to:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Vendor Contact:** \_\_\_\_\_

**Contact Telephone:** \_\_\_\_\_

**Contact Fax:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**RETURN THIS PAGE WITH BID CONTRACT**

**ATTACHMENT B**  
**ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

Acknowledgement of Addenda Number(s) \_\_\_\_\_ Initial of bidder \_\_\_\_\_.

**ATTACHMENT C**  
**ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM**

IT IS IMPORTANT THAT YOU RESPOND TO THIS INQUIRY

The enter school district name 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

**RETURN THIS PAGE WITH BID CONTRACT**

**ATTACHMENT D**  
**ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

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

**Solicitation/Contract RFP: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**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.

<hr style="border: 1px solid black;"/>	<hr style="border: 1px solid black;"/>
Signature	Printed Name
<hr style="border: 1px solid black;"/>	<hr style="border: 1px solid black;"/>
Title	Date
Company Name	
Address	<hr style="border: 1px solid black;"/>
	<hr style="border: 1px solid black;"/>
	<hr style="border: 1px solid black;"/>
	<hr style="border: 1px solid black;"/>

**ATTACHMENT F  
ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**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.

Livinston 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.

<hr/>	<hr/>
Signature	Printed Name
<hr/>	<hr/>
Title	Date
Company Name:	<hr/>
Address:	<hr/>
	<hr/>
	<hr/>

**RETURN THIS PAGE WITH BID CONTRACT**

**ATTACHMENT F  
ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

**CLAIMING QUALIFIED BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

1. 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: \_\_\_\_\_  
\_\_\_\_\_

**RETURN THIS PAGE WITH BID CONTRACT**

**ATTACHMENT G**  
**ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**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 Livingston 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 fixed 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 Statutes 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

**RETURN THIS PAGE WITH BID CONTRACT**

**ATTACHMENT H  
ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**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.

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Organization Name

---

Signature

---

Printed Name

---

Title

---

Date

**ATTACHMENT G**  
**ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**Vendor** \_\_\_\_\_  
**Person Completing the Bid** \_\_\_\_\_  
**Phone** \_\_\_\_\_

**TOTAL BID PRICE** \_\_\_\_\_

**RETURN THIS PAGE WITH BID CONTRACT**

**ATTACHMENT H**  
**ITB: TWO COMPARTMENT WALKIN-IN FREEZER COOLER PROJECT**

**Attach a technical, detailed/itemized list with description of equipment and services including cost per equipment or service.**

**RETURN THE ITEMIZED LIST & COST WITH BID CONTRACT**