

Request for Proposal

CULINARY KITCHEN EQUIPMENT PROPOSAL

Christian County Board of Education
Food Service Department
C/O Food Service Director
200 Glass Ave.
Hopkinsville, KY 42240

Contract Section I
Request for Proposal

Date Issued: Tuesday June 30, 2025

Items: Commercial Cooking Equipment and accompanying hardware including but not limited to ovens, ranges, griddles, hot and cold serving lines, reach-in warmers and coolers, water softeners, milk coolers, reach-in and pass through warmers and coolers and food processing equipment. .

Type contract: **Firm Fixed Price Contract Award**
Christian County Board of Education reserves the right to accept or reject portions of the RFP and negotiate with the offerors regarding the final fixed contract.

RFP Opening: RFP's must be received August 8, 2025 at 1 pm (CST). Late submissions will not be opened or considered. Christian County Board of Education cannot assume responsibility for any delay as a result of failure of the mail or delivery services \to deliver bid submissions on time. RFP's will be reviewed and evaluated by the Director of Food Service, Director of Finance, and the Assistant Superintendent, to determine which firm provided the most advantageous proposal. A final recommendation will be made to the board of education on Thursday, August 21, 2025.

Mailed or Hand Deliver To: Christian County Public Schools
Attn: Food Service Department
200 Glass Ave.
Hopkinsville, KY 42240

Return Envelope must be plainly marked "Culinary Kitchen Equipment Proposal" with your business name and the Date/Time of Opening printed on the outside of the envelope.

Conditions: Proposals shall be submitted on the attached bidding forms and shall be in strict accordance with conditions and requirements set forth in Contract Sections I-VI herein.

Contact: If you have any questions concerning this bid, please contact:

Dr. Jason Wilson, Assistant Superintendent
Christian County Board of Education
270-887-7000

CONTRACT SECTION I

Proposal Form

SECTION I

CHRISTAIN COUNTY BOARD OF EDUCATION-CULINARY

Proposal No: 25-A

The undersigned offers and agrees that should this bid be accepted they will sell and deliver to the school district, in compliance with the conditions set forth in this document, at a minimum the equipment and/or supplies specified in section IV of this invitation. The person signing this document shall be an employee of the bidding company and shall have the authority to obligate the company to comply with the terms set forth herein.

RETURN ORIGINAL, SIGNED, SEALED RFP TO:
CHRISTIAN COUNTY PUBLIC SCHOOLS
200 GLASS AVE
HOPKINSVILLE, KY 42240
Attn: Food Service Department

Bidder's Firm Name: _____

Address: _____

Telephone Number: _____

AUTHORIZED SIGNATURE: _____

Contract Administrator:

Name: _____

Title: _____

Phone: _____ Extension _____

E-mail: _____ Fax: _____

Mailing Address if different from above:

Acknowledgment of Addenda Number(s) NA Initials of person preparing bid _____

RETURN THIS PAGE WITH PROPOSAL FORM

Christian County Board of Education
CULINARY KITCHEN
EQUIPMENT PROPOSAL

Proposal Form

Proposal Number: 25-A

Name of Company: _____

Person Completing the Proposal: _____

Phone and Extension Number: _____

RETURN THIS PAGE WITH PROPOSAL FORM

VALUE ADDED SERVICES:

Please state below or present on company letterhead all services your company is willing to provide the Christian County Board of Education. Any incentive for us to do business with you, over and above requests in the contract, **cannot** be a factor in awarding the proposal. These should include, but not be limited to, monetary discounts to Food Service for various incentives your company promotes with school proposals, additional commission or rebates for specific products, training and service agreements beyond minimum requested in section IV. Use of these services will be at the discretion of the district food service director.

Write below or Attach:

RETURN THIS PAGE WITH PROPOSAL FORM

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

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

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

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

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

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

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

CERTIFICATION OF DISBARMENT AND SUSPENSION

By signature below, I certify on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

PROPOSAL CERTIFICATION

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

SIGNATURE: _____

COMPANY: _____

DATE: _____

**RETURN THIS PAGE WITH PROPOSAL
FORM**

Christian County Public Schools Board of

Education

Required Sworn Statement Regarding Violation of

Campaign Finance Law

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.395 and 45A.400, he has not knowingly violated any provision of the campaign finance laws of the Commonwealth and that the award of a contract to the bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth.

Signature_____

Printed Name_____

Title_____

Date_____

Company
Name_____

Address_____

I, _____, a Notary Public, do hereby certify that on this
_____ day of _____, 20____, personally appeared
before me _____, known to me to be the person whose name is
subscribed to the foregoing instrument, and swore and acknowledged to me that he executed
the same for the purpose and in the capacity therein expressed, and that the statements
contained therein are true and correct.

Notary Public_____ State_____

Printed Name _____

My Commission Expires:_____

RETURN THIS PAGE WITH PROPOSAL FORM

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12539. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List.
8. Nothing constrained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACT SECTION II

Proposal Requirements

Contract Section II

GENERAL INSTRUCTIONS

The Christian County Board of Education agrees to use the designated contract supplier as an exclusive source for the items listed in Contract Section IV.

2.0) A mandatory facility walk through will be held at Christian County High School, 5185 Fort Campbell Blvd. Hopkinsville, KY 42240 on Thursday, July 17, 2025 at 1 pm for any potential proposer.

2.1) Proposal Requirements:

The Christian County Board of Education will receive sealed written proposals at the time and place specified on the Request for Proposal, at which time, the proposals will be opened and evaluated by a RFP committee. Neither dating of the bid forms nor placing in the mail by this date will meet requirements. Proposals must be received on/or before the date and time stated. The Christian County Board of Education reserves the right to reject any and all proposals and to waive any and all informalities. A proposal may be rejected for non-compliance with provisions of instructions relative to bidding.

2.2) General Conditions:

The proposal shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special conditions shall take precedence. Further, it is to be understood that the Christian County Board of Education reserves the right to waive any general or special condition if it is in the best interest of the Food Service Department, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all proposers.

2.3) Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this proposal document and when necessary, obtain clarifications prior to the time and date set for the proposal opening. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

2.4) Clarification and Addenda:

If a clarification is required, the request shall be made, in writing, to the Christian County Board of Education no later than seven (7) working days prior to the time and date set for the bid opening. The Christian County Board of Education will respond to the request, by e-mail, or in the form of a written addendum if it is determined that all-prospective proposers should benefit of the clarification. All addenda will be sent to all prospective proposers known to have received a Request for Proposals. No addendum will be issued within the five- (5) day period prior to the date of the proposal opening. Proposers shall acknowledge receipt of any addendum by signing and returning the addendum with the proposal by identifying the addendum number and date in the space provided for this purpose on the proposal form, or by letter.

The Christian County Board of Education, with the proposal packet (See bottom of Page 1-2) must receive the acknowledgment. Please note: NO telephone request will be answered. Any non-compliant bid offered as a result of a verbal response to a telephone request will be rejected. A protest based on such a rejection will not be heard.

2.5) Correction of Mistakes:

Bidders are cautioned to re-check their proposal for possible errors before submission. No proposals shall be altered or amended after the specified time for opening.

2.6) Quantities

It shall be understood that any contract established as a result of the Request for Proposal will not obligate the school to receive any quantities in excess of actual requirements.

2.7) Proposal Pricing

Each item will be priced separately in Section IV (Product requirements - Working Papers). Payment term discounts will not be considered.

2.8) Brand Identification:

Christian County Board of Education will offer some specific brands but will accept equivalent brand offered which meet specification desired in the requested proposal.

2.9) Decimals:

Any mathematical calculation that involves decimals shall be treated as follows:

- 1) All decimals shall be carried only two (2) places
- 2) Fractions shall not be rounded up or down.

2.10) Penalty

Modifications, additions, or changes to the terms and conditions of this Invitation for Proposal may be a cause for rejection of a proposal. Proposers are requested to submit all bids on the official forms. Proposals submitted on company forms may be rejected.

The designated proposer must have 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.

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees, incurred by the Christian County Board of Education, or any other qualified entity as a result of violations of the contract terms by any contractor.

2.11) Submission of Proposer:

Proposals shall be submitted in compliance with the following criteria:

- 1) Proposals must be submitted to the location specified on the Request for Proposal. The bid number time and date of bid opening and the term "Food Service Equipment (Main Kitchen/Commons/Kiosk)" shall be noted on the face of the envelope in the lower left corner.
- 2) Bids delivered in Federal Express, UPS or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. Proposals sent via regular or express mail must be sent to the Christian County Board of Education at the address in Section I.
- 3) Faxed proposals will not be accepted.
- 5) All signatures must be originals.
- 6) **Section I, Proposal Invitation, Proposal Form, Authentication of Bid and Statement Certification Form , and the Value Added Service shall be in a sealed envelope, with company name proposal number and opening date, on the outside of the envelope. It should be marked Section I. (For convenience, the forms are marked with "return this page with proposal" at the bottom of each page.)**

2.12) Error in Proposal:

In case of an error in the price extensions the unit price will govern. No proposal will be altered, or amended after the specified time and date set for the proposal opening. The Christian County Board of Education does reserve the right to correct mathematical errors, which cause an incorrect extension. The right to correct mathematical error shall be limited to correction of an extension error brought about when multiplying the unit cost by the usage. Unit cost shall be defined, for the purposes of this document, to mean the cost of a specific proposed unit, including any applicable freight cost and fixed fee. The Christian County Board of Education or its designee reserves the right to waive defects and informalities in proposals, to reject any or all bids, or to accept any bid as may be deemed to it's interest.

2.13) Liability:

The awarded contractor agrees to protect, defend, and save harmless Christian County Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded contractor further agrees to indemnify and save harmless Christian County Board of Education from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, its employees or agents. The awarded contractor will hold Christian County Board of Education harmless for any and all damages resulting from

consumption of products delivered under this document when such damages are attributed to foreign materials or other defects in products delivered by the awarded contractor.

2.14) Review

- 1) After the public opening of proposal bids, the Christian County Board of Education will require at least ten (10) working days for review. All proposal bids shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, negotiation, and consideration by the Christian County Board of Education or its designee.
- 2) The Christian County Board of Education will make a decision as to awarding the proposal in a timely manner for information to be presented at the next regularly scheduled school board meeting after the review and audit. If necessary, the district may purchase from the apparent responsive and responsible proposer pending approval of the board of education.

2.15) Award

- 1) Contracts will be established between the firm who offers the most advantageous proposal and the Christian County Board of Education except as may otherwise be specified in the Request for Proposal. Awards will be based on the total price as presented on the RFP Form (Page 2) including any corrections that may be required and the listed weighted evaluation criteria.
- 2) The Christian County Board of Education reserves the right to ascertain, subsequent to the bid opening, whether or not a proposer meets the requirements to be considered a responsible proposer. If it is determined that the proposer is not a responsible proposer and the determination is substantiated and justified to the satisfaction and approval of the Christian County Public Schools Food Service Department, proposals submitted by that proposer will be rejected. The criteria used to determine responsibility shall include, but is not limited to the following:
 - a) Delivery Ability: Proposers must demonstrate or has demonstrated to Christian County Board of Education ability to promptly and efficiently deliver all the items on the proposal list.
 - b) Capacity: Proposers must demonstrate to the Christian County Board of Education that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
 - c) Reliability: For a proposer to be declared a responsible vendor they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable thus non-responsible if for any reasons, other than reasons beyond their control, they have violated any of the requirements listed herein, have caused the cancellation of a contract of this type, or have failed to properly communicate with participating entities on matters essential to a contract of this type.

- d) Accounting Procedures: A proposer, to be considered for award, must clearly demonstrate to Christian County Board of Education the capability to provide accurate, reliable and timely invoices, statements, and credits. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process. (See Product Designation)
- e) Facilities and Equipment: Proposer must have the warehouse facilities required to safely and securely store the products required by these specifications. The Christian County Board of Education reserves the right to prequalify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the proposal items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance and be HACCP approved or have a food safety program based on the process approach to HACCP principles written and in place.
- f) When applicable Christian County Board of Education will give consideration to minority-owned and women-owned businesses pursuant to section 342 of the Dodd-Frank Act of 2010, H.R. 4173 / Public Law 111-203 and guidelines of the Office of Minority and Women Inclusion US Securities and Exchange Commission.

2.16) Warranties/Recalls

The awarded contractor shall make available and honor all manufacturer's warranties, standard and extended, to the Christian County Board of Education. Equipment Warranty Coverage shall not begin until July 1, 2026.

The awarded contractor shall notify Christian County Board of Education of any product recalls. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded contractor.

2.17) Service Level

The contractor shall fill all original orders and adhere to scheduled delivery dates.

2.18) Penalties for Inconvenience to Schools and Contractor

- 1) After acceptance, the successful contractor will be liable for expenses, including attorney fees, incurred by the Christian County Board of Education as a result of contractor violations or attempt by the Christian County Board of Education to enforce this contract.
- 2) If the contractor is unable to deliver an approved product or an approved substitute, the school districts may purchase a product of equal or greater quality from another source. The contractor will pay the difference between the price paid by a school district and the contract price.

2.19) Assignment

The contractor shall not assign, sell or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the Christian County Board of Education.

Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

2.20) Delivery Time and Place:

Delivery shall be required to the designated Food Service site.

- 1) Delivery shall be agreed upon by the two parties **(no later than February 1, 2026)**.
- 2.) Drivers and helpers shall deliver merchandise into designated areas.
- 3.) Installation of items shall be agreed upon by both parties according to manufacturing and district requirements.
- 4.) Contractor is responsible for removal of refuse and cleaning of area.

2.21) Compensable Damages for Breach:

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

- 1.) Replacement costs
- 2.) Cost of repeating the competitive bidding procedure expenses
- 3.)
- 4.) Expenses incurred as the result of delay in obtaining replacements.
- 5.)

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by Christian County Board of Education for any other damages occasioned by the contractor's breach.

2.22) Fiscal Funding:

The contract extends beyond the end of the current funding year. It shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds. The school food service department reserves the right to change the item identification, decrease the quantities, and/or delete items.

2.23) Payment

All invoices for products received and inspected by the last working day of a month will be paid by at least the 30th of the next month. Payments will be made from invoices as received.

2.24) Contract Cancellation

Contract resulting from this Invitation for Proposal may be cancelled for mal-performance, non-performance or other failure on the part of the vendor to comply with the terms and conditions detailed herein. In the event such action is necessitated, the contract(s) shall be null and void upon receipt of written notification from the Christian County Public Schools Food Service Department. In addition, the Christian County Board of Education reserves the right to cancel any contract resulting from this Invitation for Proposal for convenience. The cancellation will become effective thirty days after written notification from the cooperative.

2.25) Buyer-Contractor Relationship

Under arrangements of this contract, it is the contractor's responsibility to "look out" for the interest of the school district with respect to the following:

- 1) Interface with manufacturers/companies on problems relating to products and quality.
- 2) Promote the introduction of new items, either by packer or distributor representatives.
- 3) Organize and conduct trainings for food service director, cafeteria managers and /or employees in regard to proper cooking and operating techniques.
- 4) This contract shall be governed in all respects as to validity, constructions, capacity, performance, or otherwise by the laws of the state.

2.26) Access to Records/Right to Inspect:

All contracts awarded by Christian County Board of Education shall include the right of the Kentucky Department of Education, Kentucky Department of Agriculture, USDA, the Comptroller General of the United States or any of their duly authorized representatives, to have unrestricted access to any books, documents, papers, records of the contractor which are directly pertinent to the awarded contract, for the purpose of making audit, examination, excerpts, and transcriptions.

2.27) Standard Contract Conditions

- 1) Contractors providing service under this contract, herewith, assures the school district they are conforming to the provisions of the Civil Right Act of 1964, as amended.
- 2) Contractors shall comply with Executive Order 11256, Entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFT Part 60)
- 3) State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
- 4) Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment, in connection with the contractor's performance of work under this contract. The contractor agrees not to

discriminate against any employee(s) or applicant(s) for employment because of age, race, color, sex, national origin or disability.

- 5) The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, their authorized agents, and/or state/federal representatives shall have full access to, and right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- 6) Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected.
- 7) Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, (42 US C. 1857-H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, energy efficiency as provided in 7 CFR Part 3016.36(i) 13, and Environmental Protection Agency Regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- 8) By signing this document the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair, and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
- 9) By signing this document the contractor certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, nor suspended by any federal agency and must certify to these facts by signing and submitting the required certification. Failure to submit the certification will disqualify a bid.
- 10) Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contracts, money, or other things of values, as an inducement or intended inducement, in the procurement of business, or the giving or business, for, 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 shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years or both so fined and imprisoned in the discretion of the jury.

Every person, firm or corporation offering to make, 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 Christian County Board of Education and its member schools, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market shall be deemed guilty of a felony and shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a Five Thousand dollar (\$5,000) fine or one (1) year imprisonment or both upon conviction.

11) Christian County Board of Education reserves the right to reject any and/or all proposals and to waive informalities. A contract, based on this proposal, may or may not be awarded.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

CONTRACT SECTION III
Information and Special Conditions

PRODUCT REQUIREMENTS

Contract Section III

Information and Special Conditions

3.1) Purpose

The purpose of the Request for Proposal is to establish a contract or contracts between the Christian County Board of Education and the distributor of commercial cooking equipment for the removal of old equipment, instillation and connection of utilities (unless otherwise noted), and warranty coverage of the equipment. This contract will establish a maximum price that Christian County Board of Education will pay for any item covered by the contract during the term of that contract.

3.2) Term

The terms of these contracts shall be for a period of 12 months (longer if manufactures warranty is beyond one year). The Christian County Board of Education reserves the right to extend the term for up to 90 days to continue a source or sources of supply until new or replacement contract are completed. Any contract extension is contingent upon approval of the Christian County Board of Education and the vendor.

3.8) Firm Bid Price:

The Christian County Board of Education is requesting firm pricing.

3.9) Total Cost

Costing Methods: The total cost of each item shall be listed on the proposal working papers. This cost shall remain firm through December 31, 2025.. Total Cost includes FOB Destination, Freight Prepaid and Allowed. The vendor assumes all delivery cost. (no delivery fees will be passed to districts/schools in the Christian County Board of Education. All costs are to be determined at the time of the contract award. All costs must be identified in the solicitation as being allowable and a dollar amount must be able to be determined at the time of the award. Cash discounts, rebates, etc. may accrue to the benefit of the individual nonprofit school district.

3.10) Item Identification (ID)

Items listed in the working papers shall be able to be verified with the delivery of information essential for communication between the potential contractor and the Christian County Board of Education.

3.11) Product Protection Guaranteed:

School districts have "automatic" product protection recourse against suppliers for products, which are misrepresented. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

The Byrd Amendment, codified at 31 U.S. Code § 1352, restricts the use of federal appropriated funds to pay for lobbying activities related to federal contracts, grants, loans, and cooperative agreements. It requires recipients of these funds to certify that they have not used federal funds for such lobbying efforts.

CONTRACT SECTION IV
Product Requirements/Specifications

Working Papers

Contract Section IV

Please find specifications and information in the working papers document presented with this RFP.

Product Specifications/Equipment list:

DOUBLE COUNTER w/ OVERSHELF
COUNTERTOP GRIDDLE
EQUIPMENT STAND
COUNTERTOP CHARBROILER
EQUIPMENT STAND
ELECTRIC COUNTERTOP FRYER
EQUIPMENT STAND
ELECTRIC COMBI OVEN
DOUBLE-DECK CONVECTION OVEN X2
COUNTERTOP KETTLE
ELECTRIC TILT SKILLET
COOK & HOLD OVEN x2
30 QUART MIXER
FOOD PROCESSOR
MEAT SLICER
REACH-IN REFRIGERATOR x3
REACH-IN FREEZER x2
DEMO TABLE
6 OPEN BURNERS RANGE
SALAMANDER BROILER
UTILITY CART x4
4 BUN/ SHEET PAN RACK
CAN RACK
INDUCTION COOKERS x2
S/S WORK TABLE
WIRE SHELVING UNIT x4
WIRE SHELVING UNIT
WIRE SHELVING UNIT x5
DUEL HEAT LAMP x3
DROP-IN HOT FOOD WELL
PANTRY FAUCET
DROP-IN HAND SINK
DOUBLE COUNTER w/ OVERSHELF

DOUBLE COUNTER w/ OVERSHELF
COUNTERTOP GRIDDLE
EQUIPMENT STAND

All Proposals will be awarded points on the criteria listed below The proposal will be evaluated on the following items and awarded points base on the information provided in your proposal.

CCBOE Equipment Scoring Rubric

Evaluation Category	Possible Points
Price	50
Installation (Final Hook Up, Refuse Removal, Onsite Supervision)	20
Warranty	10
Meets Specification	10

