



REQUEST FOR PROPOSAL

Double Stack Combi Ovens

Trigg County Public Schools

Food Service

c/o Paula Dickerson, School Nutrition/Food Service
Director

202 Main Street

Cadiz, KY 42211

Contract Section 1
Request for Proposal

Date Issued: Thursday, July 21, 2022

Items: Double Stack Electric Combi Ovens
Contract includes delivery and installation of new ovens including installation of any water filters or any auxiliary equipment required.

Type Contract: **Firm Fixed Price Contract Award**
Trigg County Schools 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 will be opened publicly 1:00 pm, Thursday, August 4, 2022. RFP's will be reviewed and evaluated by the Food Service Director and District Finance Officer.

Mail or Hand Deliver To: Trigg County Public Schools
Paula Dickerson
202 Main Street
Cadiz, KY 42211

Return Envelop must be plainly marked "FOOD SERVICE BID" with date and time of opening.

Deadline for Questions: July 29, 2022

Contact: Paula Dickerson, School Nutrition/Food Service Director
paula.dickerson@trigg.kyschools.us
270-522-2228

STANDARD TERMS AND CONDITIONS

1. BID PURPOSE: The Trigg County Board of Education solicits sealed responses that would, if accepted by the Trigg County Board of Education or its designee, establish contracts, with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the response specific terms and conditions.
2. INSTRUCTIONS FOR RESPONDERS: These standard terms and conditions along with the response specific terms and conditions apply to all responses submitted. Explain any requested deviations or exceptions as part of your response proposal. Trigg County Board of Education may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and bid specific terms the bid specific terms will govern. The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at trigg.kyschools.us, on the public notice date and until the Trigg County Board of Education Board or its designee has taken official action, will be posted to the above website.
3. RESPONSE FORMS AND RETURN INSTRUCTIONS: **Proposals should be delivered to the below address no later than 12:00 noon CST August 4, 2022.**

Trigg County Public Schools
Paula Dickerson
202 Main Street
Cadiz, KY 42211

Trigg County Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. Telephone, facsimile, telegraph, electronic mail responses will NOT be accepted. The responder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.

SEE ATTACHED CHECKLIST OF DOCUMENTS TO RETURN AT THE END OF THIS DOCUMENT.

4. CLARIFICATION: For clarification or additional information relative to this response invitation contact the Trigg County Board of Education, Food Service Director at paula.dickerson@trigg.kyschools.us or phone 270-522-2228.
5. PROCUREMENT CONSIDERATIONS: Trigg County Board of Education conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of Trigg County Board of Education to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a)(1) and 3474, --22CFR 135)

Trigg County Board of Education shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by Trigg County Board of Education shall assure that unnecessary or duplicative items are not purchased.

All Trigg County Board of Education responses and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used as a means to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by responders/offers.

A contract will be entered into by Trigg County Board of Education with only responsible responders who possess the potential ability to perform successfully under the terms and conditions.

Trigg County Board of Education shall follow the principles of cost analysis in the review and evaluation of responses to determine if the bidder meets the requirements or reasonableness, allocability and allowability.

6. AUTHENTICATION OF RESPONSE AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the response certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040. I am the responder (if responder is an individual), a partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority on its behalf (if the responder is a corporation).

The costs quoted in the response are correct and have been arrived at by the responder, 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 response or competition.

The contents of the responses have not been communicated by the responder, or its employees, or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the responses and will not be communicated to any such person prior to the official opening of the responses. Responder 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

responder certifies that collusive responding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The Trigg County Board of Education collective proposal process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the response and the action taken by the responder in preparing and submitting the response are in compliance with above sections of the Model Procurement Code.

The responder 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 provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of Trigg County Board of Education or member institution, 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 membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

7. CERTIFICATION REGARDING LOBBYING:

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 SFLLL to the West Kentucky Educational Cooperative.
SEE ATTACHED FORM AT THE END OF THIS DOCUMENT.

8. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION: 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 proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Trigg County Board of Education. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Trigg County Board of Education, the Federal Government may pursue available remedies, including but not limited to suspension and /or debarment. The 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.

SEE ATTACHED FORM AT THE END OF THIS DOCUMENT

9. **ERROR IN PROPOSAL:** No bid may be altered, or amended after the specified time and date set for the proposal opening. The Trigg County Board of Education Board or its designee reserves the right to waive defects and informalities in responses, to reject any or all responses, or to accept any response as may be deemed to its interest. Trigg County Board of Education may allow the withdrawal of a response where there is apparent error on the face of the response document, or where the responder presents sufficient evidence, substantiated by proposal worksheets, that the proposal was based upon an error in the formulation of the proposal price.
10. **WITHDRAWAL OF Proposal:** All responses shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and consideration by the Trigg County Board of Education Board or its designee. The bidder may withdraw a proposal, without prejudice, prior to the published bid opening date.
11. **ADDENDA:** Trigg County Board of Education may issue addenda to the bid after its release.
12. **REVIEW:** After the public opening of proposals received from the Request for Proposal, Trigg County Board of Education staff and member officials will review the results, develop a preliminary tabulation, and may contact the responder for the purpose of clarification only.
13. **PROTEST PROCEDURES:** The Trigg County Board of Education Board of Education or its designee shall have authority to determine protests and other controversies of actual or prospective responders in connection with the solicitations or selection for award of a contract.

Any actual or prospective responder, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Superintendent of Trigg County Board of Education. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

Bill Thorpe, Superintendent
Trigg County Board of Education
202 Main Street
Cadiz, KY 42211

The Trigg County Board of Education or its designee shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the Trigg County Board of Education Board of Education shall be final and conclusive.

14. **NON-ASSIGNABILITY OF AWARD:** The awarded responder cannot convey this contract to its successors or assigns without the prior, express approval of the Board of Education of Trigg County Board of Education or its designee.
15. **WARRANTY:** The awarded responder shall make available and honor all manufacturer's warranties, standard and extended.
16. **RECALLS:** The awarded responder shall notify Trigg County Board of Education and its members immediately of any product recalls. The awarded responder will issue a credit or comparable substitute for any delivered, recalled product at the discretion of Trigg County Schools. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded responder.
17. **DAMAGED PRODUCTS:** The successful responder will pick up any parts or equipment damaged upon delivery and replace damaged items with parts or equipment as specified in the proposal.
18. **LIABILITY:** The awarded responder agrees to protect, defend, and save harmless Trigg County Public Schools 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 responder further agrees to indemnify and save harmless Trigg County Public Schools and members 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 responder, his servants or agents.
19. **ACCOUNTING PRACTICES:** During the life of any contract awarded as a result of this proposal, the successful responder must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of 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.
20. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** Substitutions require prior written authorization from Trigg County Schools. The responder is required to notify Trigg County Schools if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the responder must receive written directions from Trigg County Schools on how to proceed (i.e. cancel, process, etc.).
21. **CONTRACT SUSPENSION:** Trigg County Board of Education may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach

of contract, default, or noncompliance renders the awarded contract null and void. The awarded responder agrees that they have no legal recourse of any nature against Trigg County Board of Education. The decision of Trigg County Schools regarding suspension and/or termination is final.

22. **TERMINATION FOR CONVENIENCE:** Trigg County Board of Education reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the “notice of termination”, the Contractor shall discontinue all services with respect to the applicable contract. Trigg County Board of Education, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by the Contractor up to the time of termination but not including Contractor’s loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

23. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** Trigg County Board of Education may terminate the resulting contract for non-performance, as determined by Trigg County Board of Education, for such causes as:

- a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of Trigg County Board of Education is not in its best interest, or failure to comply with the terms of this contract;
- b. Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditor, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor, in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

24. **DEMAND FOR ASSURANCES:** In the event Trigg County Board of Education has reason to believe Contractor will be unable to perform under the Contract, it may

make a demand for reasonable assurances that contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

25. NOTIFICATION: Trigg County Board of Education will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to Trigg County Board of Education's satisfaction within ten (10) calendar days, Trigg County Board of Education may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

26. Attorney's fees: In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event Trigg County Board of Education prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

27. COMPENSABLE DAMAGES FOR BREACH: The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with Trigg County Board of Education.

- a. Replacement costs
- b. Cost of repeating the competitive procurement procedure expenses
- c. Expenses incurred as the result of delay in obtaining replacements.

28. OTHER CONDITIONS:

- a. The awarded contractor shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and/or services.
- b. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against Trigg County Board of Education shall be filed in the Trigg County Circuit Court of the Commonwealth of Kentucky.
- d. Any suit action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against Trigg County Schools shall be filed in Trigg County.

- e. The contractor assures Trigg County Board of Education they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- f. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- g. The awarded contractor shall provide access to Trigg County Board of Education, the Comptroller General of the United State, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives 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 (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.
- h. The awarded contractor shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- i. The awarded contractor shall retain all required records for three years after Trigg County Board of Education makes final payment and all other pending matters are closed (7 CFR § 3016.36)
- j. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- k. The responder is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)
- l. CLEAN AIR/CLEAN WATER ACT. The awarded firm 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. and 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.

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.

- m. The contractor is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- n. The contractor is and shall remain in compliance with all local, state, and national requirements for employee background checks.
- o. By submitting this document, the responder certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The responder acknowledges that collusive responses is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- p. The contractor 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, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of Trigg County Public Schools, elective or appointive, 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 Trigg County Public schools shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- q. Trigg County Board of Education reserves the right to reject any and/or all responses and to waive informalities. A contract, based on this sealed proposal, may or may not be awarded.
- r. Cost Reimbursable Contracts
 - i. 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;

- ii. 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;
- iii. 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;
- iv. 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.
- v. 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;
- vi. 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
- vii. 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, audiotape, 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.

This institution is an equal opportunity provider.

The undersigned offers and agrees that should this bid be accepted they will sell and deliver to the school districts, in compliance with the conditions set forth in this document, the equipment specified in the specifications section of this Request for Proposal. 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 BID TO:
Trigg County Public Schools
Paula Dickerson
202 Main Street
Cadiz, KY 42211

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) _____ Initials of person preparing bid _____

RETURN THIS PAGE WITH BID FORM

Bid Form

Double Stack Combi Oven

Name of Company: _____

Person Completing Bid: _____

Phone and Extension: _____

TOTAL BOTTOMLINE BID \$ _____

RETURN THIS PAGE WITH BID 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 responses 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 responses 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 responses and will not communicate to any such person prior to the official opening of the bid or responses; 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.

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 BID FORM

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<div></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div></div>	* First Name: <div></div> Middle Name: <div></div>
* Last Name: <div></div>	Suffix: <div></div>
* Title: <div></div>	
* SIGNATURE: <div></div>	* DATE: <div></div>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51805-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.usda.gov/filing-program-discrimination-complaint-usda-customer) (<https://www.usda.gov/filing-program-discrimination-complaint-usda-customer>) 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. 20260-9410; (2) fax: (202) 690-7442.

BID SUBMISSION CHECK LIST
TCBOE –O 2022

- ☐ Statement of Submission
- ☐ Proposal for Installation of new equipment.
- ☐ Authentication of Bid, Statement of Non-Conflict of Interest
- ☐ Certification Regarding Lobbying
- ☐ Disclosure of Lobbying Activities Completed and signed, If applicable
- ☐ Responses must arrive at Trigg County Board of Education office prior to the deadline posted on the Bid. Failure to do so, will deem bid ineligible.
- ☐ All signatures should be handwritten

Trigg Co. Schools Double Stack Combi Oven - Specs

- Equivalent to Nonvoter Model No. C4 ET 6.20EB, electric
- Convothrm Combi Oven/Steamer, electric, steam generator, (6) 18" x 26" full size sheet pan or (12) 12" x 20" x 1" hotel pan capacity, 9" easyTouch control panel, 20 stages each & 399 cooking recipes storage, (4) cooking modes: hot air, steam, combi-steam & retherm, multi-point core temperature probe, five-speed auto reversing fan, includes (3) wire racks, anti-microbial hygienic door handle, pull-out spray hose, ConvoClean+ fully automatic hands-free cleaning system, stainless steel construction, UL-Listed ventless (no hood required - local codes prevail), ENERGY STAR®
- 36-month parts & labor warranty,
- 11000115806 Installation Kits (one per combi) for 6.10, 6.20 & 10.10 electric, DWV Copper.
- Combi Oven/Steamer, std.
- 208/240v/60/3-ph, 15.9/21 kW, 44.1/50.6 amps, std.
- ASA STARTUP Service Start-Up Check, inspect installation, review cleaning and maintenance instructions, start warranty protection.
- CONVOLINK Software Package, complete solution for HACCP and cooking-profile management, for use with Convothrm 4 appliances, Mini and the +3 appliance range
- DD-TT Disappearing Door, for EasyTouch 6.20.
- 3 ea. additional wire shelves, CWR20 for each oven, 21" x 23", stainless steel, for 6.20, 10.20, 12.20 & 20.20.
- 1 ea. 3M Purification HF65-S (5613409) 3M™ Water Filtration Products Replacement Cartridge, large diameter, 3 micron, 3.34 gpm flow rate, 35,000 gallons capacity, reduces sediment, chlorine taste & odor, scale inhibitor (for ICE265-S), NSF certified. Provide one for each oven.
- 1 ea. 3M Purification NH3-NPT Head with Gauge (6214413) 3M™ Water Filtration Products High Flow Head, with gauge, 5 gpm, 1/2" FNPT connection, NSF certified. Provide one for each oven.
- C-START Cleaner Kit, Includes: One (1) 2.5 gal. container of ConvoClean forte solution, One (1) 2.5 gal. container of ConvoCare solution & a set of connectors and hoses.
- CC202 ConvoCARE Solution Rinse Agent, (2) 2.5 gal. containers (ready to use).
- CC102 ConvoClean Solution (Forte), (2) 2.5 gal. containers for semi and fully automatic cleaning of cooking chamber.
- Stacking Kit #3456267 on 6" or 12" Base, for 6.20 on 6.20 only (electric models).

Evaluation Category	Possible Pointes Awarded	Points Awarded	Specifications to Consider
Price	50		The company who provides the lowest price while meeting all of the specification of the proposal will receive 50 pts, while the company with the next lowest bid will receive 40 pts and third lowest receives 30 pts, etc.
Warranty	10		The company who provides the equipment with the longest warranty will be awarded up to 10 points, 1 point for each year of warranty. Example 1 year warranty receives 1 point, 5 year warranty receives 5 points.
Delivery	10		Companies who include delivery in their proposal will receive 10 points
Installation	10		Companies capable of installing equipment as soon as possible will receive 10 points
Technical Proposals meet specifications.	20		Companies whose proposal meet all the specs will receive 20 points.
Total	100		