



Combi-Oven RFP
REQUEST FOR PROPOSAL
Bid Number (FLE 2017 3)

INSTRUCTIONS FOR SUBMITTAL:

These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. The Fleming County Board of Education may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event discrepancy between the standard and specific terms will govern. Proposals must be received at the Fleming County Board of Education at 211 West Water Street, Flemingsburg KY 41041 no later than February 10, 2017 at 10:00am (EST).

PERIOD OF CONTRACT:

Award date through February 20, 2017

REVIEW PROCEDURE:

After the bid process is completed, all School and Community Nutrition Services bid documents for goods and services are initially reviewed by the Finance Department. Final review is made by the appropriate School Nutrition Authority.

AWARDING OF CONTRACT(S):

Contract(s) will be awarded to the highest evaluated responsible bidder(s), meeting all specifications, all conditions, and all other provisions of this request for proposal.

Past vendor performance may be considered in the award of this contract. Vendors with a record of poor performance on a FCS contract in the last 12 months may be found non-responsible or ineligible for award.

ITEMS:

The following items are included in this bid:

1 gas Combi Oven

MISC. REQUIREMENTS:

Please see attached located in Appendix A

CONTRACT PROVISIONS (Maintenance of Records):

Successful bidders must maintain records for a minimum of three years after the final payment on the contract.

NOTE: Failure to follow instructions in these Special Conditions may result in bid item(s) or bid being disqualified.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION:

In accordance with Federal Regulation 55.209-5, 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 or similar positions)

DELIVERY INFORMATION:

The items listed herein will be delivered F.O.B. Destination to:

1 Combi Oven to:
Flemingsburg Elementary School
245 West Water St
Flemingsburg KY 41041

Awarded vendor shall contact School Nutrition Director, Jan Anderson seven (7) days prior to delivery @ 606-845-9003.

Awarded vendor(s) may not add fuel surcharges or other miscellaneous charges to bid prices. Any and all delivery charges MUST be included in your bid price.

PAYMENT OF INVOICES:

The awarded vendor will send invoices for all items purchased as a result of this bid directly to the School Nutrition Department of Fleming County Public Schools for processing. Checks will be mailed directly to the supplier.

SUBMITTALS:

Submittals are required as part of the bid. Submittals (referencing BID NAME (Combi Oven RFP) and BID NUMBER (FLE 2017 3)) are to be sealed and mailed or delivered, PRIOR to February 10, 2017 @ 10:00 a.m. (EST), directly to the Fleming County Board of Education, 211 West Water Street, Flemingsburg KY 41041.

Failure to furnish submittals may subject your bid to rejection.

Standard Terms and Conditions

Fleming County Public Schools recommends all bidders review and/or print the terms and conditions of this bid. Special conditions listed within the bid terms and conditions are specific to each request for proposal. Please contact Fleming County Public Schools, Jan Anderson at 606-845-9003 if you need assistance.

“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

211 West Water Street
Flemingsburg KY 41041
606-845-9003
jan.anderson@fleming.kyschools.us

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 Fleming 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 Fleming 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 Fleming 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.

General bid instructions and conditions (please read carefully)

For any clarification relative to this bid, contact Jan Anderson or Greg Dunaway, 211 West Water Street, Flemingsburg KY 41041, telephone 606-845-9003/606-748-0322.

Fleming County Public Schools invites vendors to submit sealed bids for the procurement of goods and services.

SMOKE-FREE SCHOOL DISTRICT

211 West Water Street
Flemingsburg KY 41041
606-845-9003
jan.anderson@fleming.kyschools.us

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

A. ACCEPTANCE OF BIDS

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

B. TELEGRAPHIC OR FACSIMILE BIDS

Telegraphic or facsimile bids are prohibited; any and all sealed bids will be received at the Board of Education, 211 West Water Street, Flemingsburg KY 41041.

C. SPECIFICATIONS

Bidder must come on site to Flemingsburg Elementary kitchen to survey and meet with Maintenance Director to determine that the Combi Oven will work at this location and that price reflects any special requirements. Please call 606-845-9003 or 606-748-0322 to set up a time for Greg Dunaway, Maintenance Director to walk bidder through the facility.

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Nutrition Department after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all information required.

The Board of Education reserves the right to waive compliance of any materials or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

Product bid must meet or exceed all specifications as of the time and date of bid closing.

D. AWARDING OF CONTRACT

Please refer to the Special Conditions under Bid Terms and Conditions.

E. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this request for proposal and the Model Procurement Regulations, the Regulations shall control.

F. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

G. EXCUSE FOR NON-PERFORMANCE

Demand for Assurances:

In the event Fleming County Public Schools 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.

Notification:

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

Attorney's Fees:

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, or in the event Fleming County Public Schools prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

Compensable Damages for Breach:

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with Fleming County Public Schools.

- Replacement costs.
- Cost of repeating the competitive bidding procedure expenses.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by Fleming County Public Schools for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

H. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor for the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

I. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as the Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

J. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the School Nutrition Department of the Board of Education.

K. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given on the Bid Sheet. If the bidder fails to indicate brand or trade name, where requested, the item bid may be disqualified.

L. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

(1) The Seller 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, or political opinion or affiliation. The Seller 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, veteran status, or 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 Seller agrees to post in conspicuous places, notices setting forth the provisions of this Equal Opportunity clause.

(2) The Seller shall in all solicitation and/or advertisements for employees placed by or on behalf of the Seller; 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, veteran status, or political opinion or affiliation.

(3) The Seller 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.

M. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the School Nutrition Department may prescribe. All costs for delivery including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices. 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.

All items are to be shipped inside delivery for school locations.

N. BIDS

(1) Businesses that fail to submit bids on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

(2) Information for each bid will be made available. Bidders are requested not to call the Nutrition Department for a tabulation of the bids.

(3) Bids will not be electronically accepted.

(4) Each bid must be submitted to the Fleming County Board of Education.

(5) No bid can be corrected or altered or signed after bid closing. The Board of Education will not be responsible for errors or omissions on the part of bidders in making up their bids.

(6) All regular bids must be submitted in accordance with specifications within this invitation. The submission of a bid certifies that the products/services meet any and all specifications.

O. PRICES AND/OR PERCENTAGES OF DISCOUNT

(1) All prices and/or percentages of discounts quoted by the various bidders must be firm for the time period indicated under "Period of Contract".

(2) Quote on each item separately. Prices must be stated in units specified herein.

(3) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.

(4) Discount terms will be considered in determining the low bidder.

(5) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the School Nutrition Department.

(6) If quoting fractional pricing, it must be rounded to the fourth digit.

P. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

Q. OR EQUAL CLAUSE

(1) Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied .

(2) The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of the request for proposal, if; (1) the bidder actually submits a sample which conforms to all material requirements of this request for proposal; or (2) the bidder certifies to the Board that the bidder can actually supply products which conform to all material requirements of this request for proposal.

S. SUBMITTALS

Submittals may be required as part of the bid. Follow directions as listed on the Special Conditions and/or Terms and Conditions. Submittals (referencing BID NAME (Combi Oven RFP) and BID NUMBER (FES 2017 3)) are to be sealed and mailed or delivered, PRIOR to February 10, 2017, 10:00 a.m. (EST), directly to the Nutrition Department, 211 West Water Street, Flemingsburg KY 41041.

T. TERMINATION

Termination for Convenience

Fleming County Public Schools reserve 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. The School district, 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 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).

Termination for Non-performance

Default

Fleming County Public Schools may terminate the resulting contract for non-performance, as determined by the School district, for such causes as:

- 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 the School district is not in its best interest, or failure to comply with the terms of this contract;
- 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;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, 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
- 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.

U. EXCLUSIVITY

The school district agrees to use the designated contract supplier(s) as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency.

V. ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, must 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.

W. 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 on this list-- within 48 hours -- shall be considered a default.

A successful bidder 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.

Modifications, additions, or changes to the terms and conditions of this request for proposal may be a cause for rejection of a bid. Bidders are requested to submit all bids on the School District's Bid Sheet. Bids submitted on company forms may be rejected.

X. 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.)

Y. BUY AMERICAN

1. When purchasing food products with Federal funds, whenever possible, the Second Party shall purchase only food products that are produced in the United States (U. S.). Food Products produced in the U. S. means:

- An unmanufactured food product produced in the U.S.; or
- A food product that is manufactured in the U. S.

2. The purchase requirements described in paragraph (1) of this section shall not apply in instances when the Second Party determines:

- The Second Party has unusual or ethnic food preferences which can only be met through purchases of products not produced in the U. S.
- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- Competitive bids reveal the cost of U. S. produced food products is significantly higher than foreign products; or
- The Second Party is located in Alaska, Hawaii, Guam, American Samoa, Puerto Rico, the Virgin Islands, or the Commonwealth of the Northern Mariana Islands.

Z. 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).

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient 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 sub recipient 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.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal awa

REQUIRED VENDOR INFORMATION

BID ID # FES 2017 3

It is important that you respond to the following information in your bid, complete this form and submit (mail or fax) to the Nutrition Department before February 10, 2017 at 10:00am (EST).

School Nutrition Department
211 West Water Street
Flemingsburg KY 41041

Phone: 606.845.9003
Fax: 606.849.3158

1. The Fleming County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local and Board regulations to Nondiscrimination on any and all contracts awarded by the Board of Education. We need to know if your company is a minority owned business.

(a) Is your company complying with Federal regulation relating to Non-Discrimination? Yes/No

(b) Is your company a minority owned business? Yes/No

2. Provide your company's complete ORDERING ADDRESS information including name, street and/or P.O. Box, city, state, zip code and phone number.

3. Please state the number of days that guaranteed delivery can be made from receipt of Purchase Order.

NOTES:

Failure to provide all required information may subject your bid to rejection.

No alternate bids will be accepted. Only one bid item will be accepted on this proposal. Vendor is instructed to list Brand and Code No. and all requested information on item(s) you are bidding. DO NOT LIST "AS SPECIFIED". If these instructions are not followed, your bid will be subject to rejection. Vendor must list manufacturer item code no., vendor item code no. is optional.

Certifications and Assurances

Bid # FES 2017 3

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 FCS and for-profit Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) 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.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, 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.
- (11) Retention of all required records for three years after grantees or sub grantees 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. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and

Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

(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).

Bid Sheet-Bid# FES 2017 3

Date: ___/___/___

Company: _____

Address: _____

Good Until: ___/___/___

Items and Cost: (Please include brand or trade name, manufacturer's name, and/or catalog number (attach additional sheets if necessary))

Brand/Trade Name	Manufacturer's Name	Catalog Number

Installation and Delivery Cost: _____

Service Agreement:

___ I will be able to provide parts, labor and maintenance with a 24hr response time free of charge to the district for a period of 12 months following final completion date.

___ I will be able to provide parts, labor and maintenance with a _____ response time at a cost of _____ for the period of _____ following final completion date.

Additional Related Costs:

This proposal does not include:

Discount Terms (if applicable): _____

We propose to furnish equipment and labor to complete the above specifications, for the sum of:

\$ _____ (total cost)

___ I have received a copy of the Certifications and Assurances as required by USDA.

___ Attach references from at least two (2) school districts.

Authorized Signature: _____ **Printed Name:** _____

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

211 West Water Street
Flemingsburg KY 41041
606-845-9003
jan.anderson@fleming.kyschools.us

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

1. No Federal appropriated-funds have 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 congress, or an employee of a member of congress in connections 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 Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loan and cooperative agreements) and that all sub-recipients 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.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Title of Grant Program

Evaluation Scoring Sheet

Factor	Maximum Rating	Supplier		
		1.	2.	3.
Overall Price	60			
Service Agreement (no cost)	20			
References	20			
TOTAL SCORE	100			

Required Documents to be returned:

Required Vendor Information

Bid Sheet (FES 2017 3) (with references from at least 2 school districts))

Certification Regarding Lobbying

SPECIFICATIONS FOR GAS COMBINATION OVEN

2 each COMBI OVEN

Alto-Shaam CTP7-20G

Combitherm® CT PROformance™ Combi Oven/Steamer, gas, boilerfree, countertop, (8) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (1/1 GN) capacity, PROtouch control with steam/convection/combi and retherm cooking modes, programmable cool-down, SafeVent™ steam venting, single point removable probe, CombiClean PLUS™ with (5) cleaning levels, (2) side racks with (8) nontilt support rails, CoolTouch3™ glass window, door hinged right, high efficiency LED lighting, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH ANSI/NSF 4, CE, IP X5, Gastec, ENERGY STAR®

Dimensions 37.81(h) x 43.75(w) x 46.19(d)

2 each It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty

1 each Installation start-up check ((NET) NO FURTHER DISCOUNTS APPLY)

2 each Natural gas

2 each Combi Oven/Steamer Unit, without CombiSmoker option, standard

2 each 208-240v/50/60/3-ph, 4.8-4.2 amps, 1.0kW, 14 AWG, NO cord or plug

2 each 5021522 Installation Kit, for gas CTP or CTC combi ovens, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)

2 each CE-36354 CombiClean® Cleaning Tabs, (90) 18 gram packets each container

8 each BS-26730 Fry Basket, 12" x 20", for Combitherm® models

2 each CR-33543 Quick Disconnect Kit, for all gas ovens (one required for each oven)

1 each 5016707 Stacking Hardware, 7-20E or 7-20G over 7-20G

1 each 5017391 Mobile Stacking Base, for stacking on 7-20 model ovens

2 each NOTE: Security options not available on recessed door models

Item 2- Installation

Vendor is required to perform one site visit before delivery/installation with Maintenance Department and Food Service Director to assure items are the right voltage/phase, location of units and any installation concerns. The Vendor will supply all freight and labor to deliver, unload, uncrate, and set in place. Perform all final connection using existing littlies.

Vendor will also agree to provide parts, labor and maintenance for 12 months following final completion date. This will include a 24hr response time.