



FAYETTE COUNTY PUBLIC SCHOOLS

PURCHASING DEPARTMENT, ROOM 137
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
859.381.3885
www.fcps.net/bids

Invitation For Bid Number and Title Bid 62-22 Combi Ovens for Brenda Cowan Elementary	Department Child Nutrition
Due Date/Time: Wednesday, September 21, 2022, at 2:00:00PM Local Time	Term of Contract One Time Purchase

FCPS now uses Vendor Registry for all of our Bids and RFPs. Any notifications, including amendments to bids, post bid award notices and future bid advertisements, will be made through Vendor Registry. Please register as a vendor by following the link at www.fcps.net/bids and keep your profile updated to insure you are up to date on all FCPS Bids. You must follow the link above in order to not be charged by Vendor Registry.

Firm Name

Address

City/State/Zip

Telephone/Fax

Email

_____/_____/_____
Social Security Number

or

_____/_____
Employer Identification Number

BID DOCUMENTS AND A SUCCESSFUL BIDDER'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND BIDDER. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL BIDDER UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE BID. A SUCCESSFUL BIDDER WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE BID SHOULD A SUCCESSFUL BIDDER TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL BIDDER TO COMPLY WITH TERMS OF THE BID, THE BID AWARD SHALL BE CONSIDERED VOID AND BIDDER MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY BIDDER

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

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

Date _____

Name _____ Title _____

Signature _____

General Conditions of Bidding

1. Bidders are advised that any contract resulting from this Invitation for Bid (IFB) must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this IFB.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein.
3. The Fayette County Board of Education (Board) implemented revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors that will be using subcontractors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned, women-owned and veteran-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development is available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran-owned business enterprises (MWVBE). For assistance in locating capable MWVBE subcontractors, follow this link to the FCPS Economic Development MWVBE website: <https://www.fcps.net/domain/2286>. Offerors may use other properly certified MWVBE subcontractors as long as proper certification is provided.
5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.
6. To receive consideration bids must be received prior to time designated in this invitation. None shall be accepted thereafter.
7. An officer or member of the bidding firm authorized to legally bind the firm must sign the bid.
8. 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 reserves the right to award by item, combination of items or lot. 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.
9. Bids are effective for sixty (60) days from date of opening unless otherwise specified in conditions of bidding and general specifications.
10. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and should not be construed to exclude bids based on furnishing other types of materials or service. However, any substitution or departure proposed by bidder must be clearly noted and described. Otherwise it is understood that bidder intends to supply items

specifically mentioned in this bid invitation. **FCPS reserves the right to determine if materials offered are the type and quality required.**

11. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
12. If awarded an order or contract, bidder agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the contractor, his servants or agents.
13. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Bids must be priced accordingly and reflect no sales tax to FCPS.
14. Bidders remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.
15. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
16. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.
17. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
18. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.
19. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity
20. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**

21. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

22. This writing, along with the responsive Bid, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.

23. This Invitation for Bid, along with Bid submitted if accepted by the Board shall constitute the entire agreement. In the event of a conflict between the terms of the Invitation for Bid and the Bid, the terms in the Invitation for Bid shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to Bid. Any and all terms considered integral to the Bid submitted must be included in or with the Bid document.

24. Any addendums or updates to the bid will be posted on the Vendor Registry portal. It is the bidder's responsibility to check the website for any updates.

25. To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax.

26. All responses to this IFB become the exclusive property of FCPS. All bids received in response to this IFB become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the bidder as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such bid or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky Revised Statutes Chapter 61. Any bid which contains language purporting to render all or significant portions of the bid "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a bidder submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

27. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$100,000.00 will not require a bond. Purchase Orders issued that

exceed \$100,000.00 will require the contractor to bond. No work shall begin until the contractor has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.

28. The bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
29. The bidder 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 Bidder agrees to report each violation to the USDA and the appropriate EPA Regional Office.
30. The bidder certifies that it has read and will comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

31. Suspension and Debarment

The Bidder 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 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), terminate “Debarment and Suspension.”

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. A debriefing may be available for any entity that submitted a proposal or bid in response to a solicitation (“Bidder”). Debriefing shall be requested in writing by the unsuccessful Bidder within ten (10) business days of the FCPS publicly releasing the identity of the purported winner of the competition, by posting the notice of contract award on the FCPS approved procurement website. An unsuccessful Bidder’s written request for a debriefing shall be submitted to the purchasing officer.
33. Purchases by other Kentucky Government Entities:
Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

34. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating the individual is clear to hire based on no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if obtained elsewhere. A fee of \$40 for the State/FBI check and \$10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

Purchases by FCPS Food Service

35. "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
36. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
37. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
38. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
39. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means and agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
40. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

41. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas or pineapple; and
42. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

43. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
44. Any substitution of a non-domestic product for a domestic product (which was originally part of a solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

45. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

General Conditions of Bidding

1. All questions must be submitted in writing through Vendor Registry no later than the deadline listed in Vendor Registry.

2. Bids must be delivered to:

FCPS Purchasing Department
1126 Russell Cave Road, Rm 137
Lexington, KY 40505

Bids may be returned by United States Postal Service, hand delivered or by any commercial carrier. Please note the Purchasing office is in a separate building from the district mail room and there could be a delay in getting responses sent by mail. It is not recommended to overnight responses as they may not arrive by the deadline. **It is the company's responsibility** to ensure the bid arrives at the specified location by the date and time of the bid opening. Bids should not be addressed to a specific person. **The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered bids on weekends and Holidays. Regular hours are 7:00AM to 3:00PM Eastern Time.**

3. Late bids

Any bids received after the due date listed on the cover page shall be considered a late bid. A late bid shall not be considered for award except under the following conditions only:

3.1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the due date specified on the cover; or

3.2. The bid was sent by mail and it is determined by the Purchasing Department that the late receipt was due solely to the mishandling by the FCPS after receipt at the address specified in the solicitation.

3.3. If an emergency or unanticipated event or closing interrupts or suspends normal FCPS business operations so that bids cannot be received at the FCPS Purchasing Office by the due date stated on the cover page, the due date/time specified will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal FCPS business operations resume.

3.4. The official time used for receipt of bids is the satellite clock located in the conference room 131 where the bid opening shall occur. This clock is connected by satellite to be the official time of the United States as determined by the National Institute of Standards and Technology (NIST) and U. S. Naval Observatory (USNO).

3.5. A late hand carried bid shall not be considered.

4. **The bid opening shall be held at the time specified on the cover page in Room 131.**

5. Bidders are invited to attend the bid opening and requested to not telephone for tabulation. FCPS staff provides notification following awards by The Board.
6. **Contract is for a one time purchase.**
7. **Bid shall be awarded to the responsible and responsive bidder as defined in KRS 45A.345, providing the lowest evaluated bid price.** Bid shall be awarded to one (1) bidder. To determine the evaluated bid price the following criteria shall be considered:
 - Lowest overall price - 60
 - Delivery/Installation/Availability - 40
8. **Unit price shall prevail in calculations. Cash discount allowances for early payment shall not be considered in recommending bid award.**
9. **Fuel Surcharges and other similar charges are not permitted**
10. **Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**
11. Tie Bids are low responsive bids from responsible bidders that are identical in price and which meet the requirements and criteria set forth in the Invitation.

Award of Tie Bids shall be determined in the following manner.

1. Local bidders (those with the principal place of business in Fayette County) shall be awarded the bid if all other tie bids are from bidders outside the local area.
 2. Should all bidders having tie bids and having their principle place of business outside of Fayette County, and any one of the bidders has their principal place of business within Kentucky, the tie bidder with their business in Kentucky shall be awarded the bid.
 3. Should bidders having tie bids all be from Fayette County, or alternately, should be all from outside Fayette County and are not based in Kentucky, the Bid shall be awarded by lot, to be drawn at designated time and place.
12. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.
 13. Erasures or the use of typewriter correction fluid on bid forms are unacceptable and may result in rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the bid. Bids shall not be altered or amended after the specified time of opening.

14. Modifications, additions or changes to the terms and conditions of this Invitation may be cause for rejection of the bid. Bidders are requested to submit bids on FCPS official forms. Bids submitted on company forms may be rejected.
15. Successful bidder shall make provision for supplying PO numbers as part of any invoice issued to FCPS as a result of bid award.
16. Payments for bid items are normally approved at the regularly scheduled meeting of the Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.
17. If a quotation is not made the bid form must be marked "No Bid" and returned with reasons stated why a bid was not submitted. Otherwise, the firm's name shall be removed from the official mailing roster.
18. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with bid. Corporations are excluded from this requirement.
19. Successful bidders shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.
20. It is the policy of FCPS that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Safety Data Sheet (SDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.
21. If there is a conflict between the terms of this bid document and any document submitted by the bidder the bid document takes precedence.
22. Bidder agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
23. FCPS reserves the right to cancel contract if in the staff's opinion the contractor's work is unsatisfactory, his ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed. Contractor may terminate the contract if FCPS fails to meet the specified payment terms.
24. **Termination for Default**

Either the Purchasing Agent or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing

contract. Said determination shall state that the contractor shall have a period of five (5) working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

25. Termination for Convenience

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

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

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

26. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the party.

27. Successor in Interest or Contractor Name Changes

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this bid shall remain responsible for continued compliance with terms of this bid/response.

28. Bidder Initiated Requirements

Requirements that the bidder has or shall need if awarded the bid must be provided as part of the bid response.

29. **Additionally, bidder shall provide documents necessary to initiate a contractual relationship between the bidder and FCPS.** Conflicts that exist with the content of this bid, board policy or regulation and bidder-initiated requirements may result in the rejection of the bid.

30. **Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.**

31. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

32. Bidder must furnish all necessary insurance such as:

**Workers' Compensation and Employer's Liability
Public Liability \$1,000,000.00 minimum
Property Damage \$1,000,000.00 minimum.**

CHECKLIST OF ITEMS TO INCLUDE WITH BID SUBMISSION

- _____ Cover page completed
- _____ Name and signature on Page 2
- _____ Taxpayer Identification Number (if not a corporation)
- _____ Cost Proposal
- _____ Resident Bidder Affidavit if declaring Resident Bidder Status
- _____ Supplier Diversity Program Contract Forms (If applicable)
- _____ Documentation of Good Faith Efforts (If applicable)
- _____ Completed W9 form
- _____ Proof of Insurance
- _____ Debarment Form

Does your company allow EFT? Yes _____ No _____

If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

1. Yes I am a minority owned business. Certified Not Certified
 No If “yes” please identify type:
African American Hispanic American
Asian Pacific Islander Native American

2. Yes I am a woman owned business. Certified Not Certified
 No

3. Yes I am a veteran owned business. Certified Not Certified
 No

If “yes” and certified please include a copy of certification.

4. Yes I am current employee of the Fayette County Public Schools or a retiree of any
 No KY School District?

SCOPE OF WORK

1. This is a bid two (2) Alto Sham Combitherm ovens for the Fayette County Public Schools Child Nutrition Department.
2. Ovens shall be 440-480V, Alto Sham Combitherm CTC10-20E stacked or equivalent
3. If bidding an equivalent bidder must get prior approval by Rogie Hale, FCPS Child Nutrition Maintenance prior to bid opening date.
4. Ovens shall be full size, standard depth.
5. Ovens shall hold up to 11 full size sheet pans.
6. Ovens shall be stackable.
7. Price must include delivery and installation to Brenda Cowan Elementary School located at 4801 Athens Boonesboro Rd, Lexington, KY.

FAILURE TO COMPLY WITH ABOVE SPECIFICATIONS SHALL BE CONSIDERED SUFFICIENT REASON TO REJECT BID.

RESPONSE SHEET

Company Name _____

Item	Unit Price
1. Alto Sham Combitherm Oven according to specifications – 70 Pts	\$ _____
Quantity	x 2
Total Price	\$ _____

Price (60 points) - The bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example, assume 60 points are allocated to the price criterion for this procurement and \$50,000 by Vendor A is the low offer, then Vendor A receives 60 points ($\$50,000/\$50,000 = 1.00 \times 60 = 60$). Assume \$55,000 is the next low offer by Vendor B, then vendor B receives 63.6 points ($\$50,000/\$55,000 = .91 \times 60 = 54.6$)

Unit is: (Answer “Yes” to the appropriate option, select only 1 option)

- 1). Delivery within 6 weeks or less of bid award **40pts** _____
- 2). Delivery within 7 to 10 weeks of bid award **30pts** _____
- 3). Delivery after 10 weeks of bid award (up to **10pts**) _____
- 3a). Delivery can be expected in how many calendar days? _____

Evaluation of any alternative proposals is at the sole discretion of FCPS.

Failure to meet delivery schedule shall impact awards on future FCPS bids and proposals.

Subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating bids/proposals, Fayette County Public Schools will apply a reciprocal preference against an Offeror submitting a bid/proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

PLEDGE OF NON-DISCRIMINATION

_____, is responding to RFP/BID _____ issued

Insert Name of Company (hereinafter “Company”)

By the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBE/VBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

(Authorized Company Representative Signature)

Date

Print Name and Title

Bid #: _____

This affidavit shall be completed if your company is a Kentucky based company.

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

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

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

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

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

Of _____ This _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

This form is available electronically.

Form Approved – OMB 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. 51865-51880. 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 and 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 \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.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. 20250-9410; (2) fax: (202) 690-7442.