

-- INVITATION TO BID --

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209-1104

FRESH FRUIT & VEGETABLE PROGRAM (FFVP & CACFP)

The Board of Education of Jefferson County, Kentucky (herein after called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be mailed or delivered directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209, in the special bid envelope supplied with this invitation.

Copies of this invitation to bid may be obtained in the Purchasing/Bid Department, at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

PERIOD OF CONTRACT: The period of the contract will be from August 1, 2017 or date of Board approval (whichever is later) through May 31, 2018.

TIME OF BID OPENING:

Bids will be opened at 11:00 a.m., Eastern Time, Thursday, March 16, 2017.

All bids must be received by the time designated in the invitation and none will be considered thereafter. Failure to have bid in official bid box prior to bid opening will automatically prevent the reading of your bid.

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time.

LOCATION OF BID OPENING:

Bids will be opened and read in the Purchasing/Bid Department, Room #167, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. You are invited to be present at the bid opening.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

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

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

“STATEMENT PURSUANT TO KRS 45A.990”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON 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 JEFFERSON 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 JEFFERSON 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)

A. 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 invitation to bid and the Model Procurement Regulations, the Regulations shall control.

B. 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.

C. BID DOCUMENTS

A bid form and bid envelope are provided with this "Invitation to Bid". **Vendors may supply generic envelopes.** All proposals must be submitted on the "Bid Form".

D. TELEGRAPHIC OR FACSIMILE BIDS

Telegraphic or facsimile bids are prohibited; any and all bids received electronically shall be considered a non-responsive bid.

E. AWARDING OF CONTRACT

Please refer to the Special Conditions.

F. ASSIGNMENT OF CONTRACT

The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of JCPS. Any purported assignment or subcontract without the written consent of JCPS shall be void. Bidder agrees that JCPS shall consent to any request for assignment of subcontract in its sole discretion. If ownership of Bidder changes, Bidder or its successor firm shall notify JCPS in writing within 30 days of the Bidder's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.

G. PURCHASES BY OTHER 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). JCPS will not be responsible for payment of any purchases by another government entity.

H. RECIPROCAL PREFERENCE

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 proposals, Jefferson County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency 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.

I. SPECIFICATIONS

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 Purchasing/Bid 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 blanks and spaces where information concerning any item is 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 opening.

J. 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.

K. EXCUSE FOR NON-PERFORMANCE

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

L. 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.

M. 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.

N. 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 Educational and Business Staff of the Board of Education.

O. BRAND NAMES

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

P. 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, sexual orientation, gender identity, gender expression, 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, sexual orientation, gender identity, gender expression, 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.

Q. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing/Bid 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 contractors may not add fuel surcharges or other similar charges to bid prices or invoice. All items are to be shipped inside delivery for school locations. Items designated for warehouse only may be tailgate delivery.

If during the period of the contract it is necessary that the Purchasing/Bid Department place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the vendor will bear the charge or expense for all such calls.

R. 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) Tabulations will be made by the Purchasing/Bid Department and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. Bidders are requested not to call the Purchasing/Bid Department for a tabulation of the bids.
- (3) Any bids received after scheduled time of opening will be returned unopened to the bidder.
- (4) Each bid must be in a separate sealed envelope with bid number, date, time, and name of bidder appearing in the top left hand corner of the envelope.
- (5) No bid can be corrected or altered or signed after being opened. Signature must be in ink (no pencil). The Board of Education will not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned will be rejected.
- (6) All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the products/services meet any and all specifications, except as noted on such form.
- (7) Any questions relative to this bid shall be submitted in writing or via email to Ken Popplewell, Director of Purchasing/Bids (purchasingbids@jefferson.kyschools.us).

S. INTERPRETATION OR CORRECTION

Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the proposal or of the local conditions.

Any interpretation, correction or change of the proposal will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the proposal made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

T. 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) All prices and quotations must be ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing bid. Also, corrections made with correction tape or fluid are to be initialed.

- (3) Quote on each item separately. Prices must be stated in units specified herein.
- (4) 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.
- (5) Discount terms will be considered in determining the low bidder.
- (6) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing/Bid Department. Unit Prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
- (7) If quoting fractional pricing, it must be rounded to the fourth digit.

U. 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.

V. 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.

W. 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 invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

X. SAMPLES

Samples may be requested to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be identical to and meet all specifications of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. **Samples are to be mailed or delivered directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209.**

If samples are required and submitted, and they are not claimed within 30 days of Board approval, the samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

NOTE: Bid samples should not be submitted unless expressly requested.

Y. SUBMITTALS

Submittals may be required as part of the bid. Follow directions as listed in the Special Conditions. Submittals (referencing BID NAME and BID NUMBER) may be mailed, faxed or submitted with your bid, PRIOR to the bid opening date and time, directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Dr., Louisville, Kentucky 40209.

Failure to furnish submittals may subject your bid to rejection.

Z. SMOKE-FREE SCHOOL DISTRICT

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

The following terms and conditions, AA through HH, apply only when purchases are made by School and Community Nutrition Services.

AA. TERMINATION

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

BB. 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.

CC. 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.

DD. 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 Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms. Bids submitted on company forms may be rejected.

EE. 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.)

FF. BUY AMERICAN

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The following clause language is suggested but not mandatory:

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing 10 days prior of delivery date, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior written approval of the Food Service Director, will be rejected. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

GG. DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

The vendor shall fully disclose all discounts, rebates, allowances, and incentives received from its suppliers. The vendor must disclose and return to the Jefferson County Public School District, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits that are received based on any purchases made on behalf of the District.

HH. COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

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

The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

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

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

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

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

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

REQUIRED VENDOR INFORMATION

BID ID #7389

It is important that you supply the following information and submit this form with your response.

Purchasing/Bid Department
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Phone: (502)485-3167
Fax: (502)485-6446

1. The Jefferson County Board of Education needs confirmation from your company of compliance and/or intent to comply with the Federal, State, Local and Board regulations for Non-Discrimination 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 **PURCHASE ORDER MAILING ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. _____

3. Provide your company's complete **PAYMENT REMIT ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. _____

4. Please state the number of days that guaranteed delivery can be made from receipt of Purchase Order. _____
5. Provide a completed current W9 Form with your response. Vendor name on Proposal Form **MUST** match Lines 1 and 2 on your W-9 Form.

NOTES:

By submitting a response vendor confirms they have read, understand, and agree to all terms and conditions of this Invitation to Bid.

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

No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.

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

BID ID #7389

If claiming Kentucky residency status, this completed form must be NOTARIZED and submitted with your response.

Purchasing/Bid Department
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209 Phone: (502)485-3167 Fax: (502)485-6446

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.

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

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: _____

Certifications and Assurances

BID ID #7389

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 contracts to certify and assure that they will comply with all of the applicable requirements of Items 1-11 as listed below. Vendor(s) also agrees these items may be amended from time to time, including adding appropriate provisions to all contracts between JCPS and for-profit Contractors.

All awarded Vendors/Contractors:

- (1) Must be in strict compliance with the administrative, contractual, or legal remedies as outlined in Model Procurement (Article IX Legal and Contractual Remedies), 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) Are subject to termination for cause and for convenience by the grantee or subgrantee as outlined in Model Procurement (Article VI Contract Modification and Termination Section 6.5) (All contracts in excess of \$10,000)
- (3) Agree to comply 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 subgrantees)
- (4) Agree to comply 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 subgrants for construction or repair)
- (5) Agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Agree to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Agree JCPS Nutrition Services will obtain all rights to any discovery or invention which arises or develops in the course of or under such contract.
- (8) Agree to retain all required records for three (3) years after final payment is made by the grantees or subgrantees and all other pending matters are closed.
- (9) Must be in strict compliance for contracts in excess of \$150,000, including subcontracts and subgrants, with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 740-7671q), and the Federal Water Pollution Act amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (10) Agree to comply, for contracts in excess of \$100,000, with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and annually sign and submit to JCPS Nutrition Services the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Form SF-LLL).
- (11) Who are a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

BID ID #7389

ATTENTION

BIDDERS

HACCP (Hazard Analysis and Critical Control Point)

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

CERTIFICATE OF ASSURANCE

A Certificate of Assurance indicates food products were manufactured in accordance with proper food handling and food safety requirements. A Certificate of Assurance for each manufactured product must be submitted prior to the date and time of the bid opening to:

Coordinator of Food Procurement
Nutrition Service Center
360 Farmington Avenue
Louisville, Kentucky 40209

Failure to submit a Certificate of Assurance may subject your bid to rejection.

CERTIFICATE OF INSURANCE REQUIREMENT

BID ID #7389

Failure to submit the certificate of insurance with your response **MAY** subject your bid to rejection. The contractor shall furnish a certificate of insurance in accordance with the requirements set forth below. The contractor agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Jefferson County Public School. **The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:**

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, Kentucky 40218

INSURANCE REQUIREMENTS:

CONTRACTOR'S LIABILITY INSURANCE:

The insurance required shall be written for not less than the following limits or greater if required by law:

1. Workers Compensation:
 - a. State Statutory
 - b. Applicable Federal (e.g. Longshoreman's) Statutory
 - c. Employer's Liability \$100,000.00

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):
 - a. General Aggregate (Except Products-Completed Operations) \$2,000,000.00
 - b. Products-Completed Operations Aggregate \$1,000,000.00
 - c. Personal/Advertising Injury (Per Person/Organization) \$1,000,000.00
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
 - e. Limit per Person Medical Expense \$ 5,000.00
 - f. Exclusions of Property in Contractor's Care, Custody or Control will be eliminated.
 - g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.

3. Contractual Liability:
 - a. General Aggregate: \$2,000,000.00
 - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00

4. Automobile Liability: (Commercial Vehicles)
 - a. Bodily Injury (Combined single limit) \$ 20,000.00
 - b. Property Damage (Combined single limit) \$1,000,000.00
 - c. Commercial Buses \$10,000,000.00

5. Professional Liability (for architectural or construction management services)
 - Per occurrence \$1,000,000.00
 - Annual aggregate \$2,000,000.00

6. Cyber Insurance: (If contractual requirement exists.) \$5,000,000.00

CONTRACT FOR PURCHASE OF GOODS

THIS CONTRACT FOR THE PURCHASE OF GOODS, hereinafter referred to as the "Contract", made and entered into this _____ day of _____ by and between _____ hereinafter referred to as the "Seller", and the **JEFFERSON COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board", a political subdivision of the Commonwealth of Kentucky with its principal place of business at 3332 Newburg Road, Louisville, Kentucky, 40218.

WITNESSETH:

WHEREAS, the Board wishes to purchase certain goods, defined in Article II of this Contract; and
WHEREAS, the Seller issued a bid to supply the Board with said goods upon terms set forth in Article II of this Contract; and
WHEREAS, the Seller deems itself capable of supplying the Board with said goods upon the terms and conditions set forth in this Agreement
NOW, THEREFOR, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

The effective term of this Contract shall commence on the _____ day of _____ and shall continue through _____ day of _____, subject to the terms and conditions set forth hereinafter in Articles VIII and IX.

ARTICLE II Definition of Goods

The Seller shall sell to the Board, and the Board shall purchase from the Seller the following materials hereinafter referred to as the "Goods" during the term of this Contract:

The Board shall purchase a minimum number of _____ units of Goods and shall purchase as many of such units as it shall require during the term of this Agreement.

ARTICLE III Cost

The unit price of the Goods shall be _____, said price being that which was quoted to the Board in the bid issued by the Seller on the _____ day of _____. Payment for each unit may be in full within thirty (30) days after receipt of the Seller's invoice and subject to verification of delivery in accordance with the specifications.

ARTICLE IV Modification

The terms and conditions of this Contract shall be modified only by a written addendum, signed by both parties hereto and attached to this Contract. Notwithstanding the right of modification herein set forth, the parties shall not modify the terms and conditions of this Contract in any manner whereby the total cost of this Contract shall be increased by more than ten percent (10%). Any such modification shall be null and void.

ARTICLE V Delivery

To effect a delivery of the desired quantity of units of Goods, the Board shall issue a purchase order identifying the place and quantity of each individual delivery. (The Board shall accept no delivery for which a purchase order has not been issued, nor shall payment be made for any such delivery.) Furthermore, the Board shall not accept any substitute goods for those specified on the purchase order.

All goods shall be delivered by common carrier, F.O.B., point of delivery. Seller shall pay any and all carrying and/or shipping charges, and shall list said charges separately on the delivery invoices, less federal transportation tax, with all substantiating documentation attached to thereto. The Board shall accept no deliveries C.O.D. or F.O.B. point of departure.

ARTICLE VI Inspection and Quality of Goods

The goods identified by the purchase order in the manner stated in Article V above, shall be subject to the inspection of the Board's agent at the point of delivery. All Goods shall be of such quality that they shall pass without objection in the Seller's trade or business.

ARTICLE VII Board's and Seller's Remedies

Upon the rejection of the Goods by the Board, or its agent, or upon wrongful rejection by the Board, or its agent, the Board or Seller shall retain any and all rights accruing to them respectively, under the provisions of Chapter 355 of the Kentucky Revised Statutes, Article 2 - Sales. All remedies administrative and legal shall be governed by the Board's Procurement Regulations which are hereby incorporated by reference into this Contract.

ARTICLE VIII Termination for Default

The Board may terminate in whole or part any portion of this Contract in any of the following circumstances:

- A. If the Seller fails to make proper delivery of any of the goods described within the time specified in the purchase order or any agreed extensions thereof; or
 - B. If the seller fails to furnish acceptable goods of a quality which shall pass without objection in the Seller's trade or business.
- Upon the Seller's default as set forth above, the Board's agent shall give written notice of default to the Seller. Subsequent to the issuance of notice of default, the Board shall allow Seller a reasonable length of time, not to exceed the ten (10) working days, within which to cure said default. Should the Seller thereupon fail to cure said default, the Board shall issue a written order of termination, at which time the Seller shall make no further deliveries and shall not honor any of the purchase orders previously issued by the Board, except those purchase orders which are reaffirmed in the order of termination.
- Upon issuance of an order of termination, the Seller shall within ten (10) days from the receipt of the order of termination, prepare a final invoice itemizing all the deliveries accepted by the Board since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this clause shall be governed by Article X of this Contract, entitled "Disputes".
- C. In the event the Board terminates this contract in whole or in part, as provided in paragraph (A) or (B) above, the Board may procure upon such terms and in such manner as the Director of Purchasing may deem appropriate, similar goods to those so terminated, and the Contractor shall be liable to the Board for any excess costs for such similar goods, provided, however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.
 - D. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not be limited to, the public enemy, actions of the Government of the United States or the Commonwealth of Kentucky in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the inability of the Contractor to obtain materials or goods essential to the performance defined in Article II of this Contract, from the Contractor's usual source, the Contractor shall not be liable for any excess costs for failure to perform, unless such materials or goods were obtainable from other sources in time to permit the Contractor to meet its required schedule.
 - E. If this Contract is terminated as provided in paragraph (A) or (B) above, the Board, in addition to all other rights provided in this Article, may require the Contractor to transfer title and possession and to deliver to the Board, in the manner and to the extent directed by the Director of Purchasing, any and all materials or goods defined in Article II of this Contract in possession of the Seller prior to the receipt of the notice of termination required by paragraph (A) or (B) above. Furthermore, the Contractor shall, upon the direction of the Director of Purchasing, protect and preserve any goods in the possession of the Contractor in which the Board has an interest. Payment for goods accepted by the Board shall be in an amount agreed upon by the Contractor and the Director of Purchasing; failure to agree to such an amount shall be a dispute within the meaning of Article X entitled "Disputes". The Board may withhold from amounts otherwise due the Contractor for goods accepted by the Board such sum as the Director of Purchasing determines to be necessary to protect the Board against loss because of outstanding liens of claims.
 - F. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, the rights and obligations of the Parties shall be the same as if the notice of termination was issued pursuant to the provisions of Article IX of this Contract.
 - G. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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**ARTICLE IX
Termination for Convenience**

Performance of the work under this Contract may be terminated by the Board in whole, or from time to time, in part, whenever the Board shall determine that such termination is in the best interest of the Board. Any such termination shall be effected by delivery of a written order of termination specifying the extent to which the further purchase or delivery of goods shall be terminated, and upon the date which termination shall become effective.

Upon issuance of the order of termination, the Seller shall stop all further deliveries and shall not honor any purchase orders which it then holds from the Board except for those purchase orders, which are reaffirmed in the order of termination.

Upon receipt of the order of termination, the Seller shall, within ten (10) days from receipt of the order of termination, prepare a final invoice itemizing all of the deliveries accepted by the Purchaser since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this Article shall be governed by Article X of this Contract entitled "Disputes".

**ARTICLE X
Disputes**

Any differences or disagreements arising between the parties herein concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article IV of this Contract shall be submitted to the Director of Bids and Specifications or the Executive Director of Facilities/Transportation through procedures set out in the Board's Procurement Regulations, who shall render a decision in writing and furnish a copy of such decision to the Contractor by certified mail, return receipt requested, within thirty (30) days of the date of submission. Upon written appeal, the decision of the Superintendent designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

**ARTICLE XI
Prohibition of Conflicts of Interest**

A. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY 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 OF PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE:

(I) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR

(II) 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

(III) ANY OTHER PERSON, BUSINESS OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT, IS A PARTY, DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE, BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASING STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

B. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR ANY OTHER 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, 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 ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

C. 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 CONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INCUCEMENT FOR THE AWARD OF A SUBCONTRACTOR OR ORDER.

D. 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.

**ARTICLE XII
Equal Opportunity**

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

A. The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, 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, disability, 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.

B. 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, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

C. 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.

**ARTICLE XIII
Indemnification**

The Seller hereby agrees to indemnify and hold harmless the Board, its agents, officers and employees from any and all claims, damages, losses for expenses, including but not limited to attorney's fees, in any case arising in whole or in part from the negligent or intentional acts of the Seller, its agents, officers or employees, in the furnishing or delivery of the Goods under this Contract, or from the failure of the Goods to be of such quality that they shall pass without objection in the Seller's trade or business, as required in Article VI.

**ARTICLE XIV
Board Administrator**

The Director of Bids and Specifications or the Executive Director of Facilities/Transportation shall be the Contract Administrator for the purposes of daily administrative decision making pertaining to the Contract. Should the Contractor and the Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Administrator or the Contractor, in the manner prescribed by the Board Regulations currently in effect.

**ARTICLE XV
Article Headings Not Controlling**

All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

**ARTICLE XVI
Address for Notices and Reports**

Any notices or reports by one party to the other party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one party to the other.

**ARTICLE XVII
Entire Contract**

This Contract constitutes the entire Contract between the parties hereto, and supersedes all previous negotiations, commitments, and writings. It may not be changed or modified except in writing pursuant to Article IV of this Contract.

**ARTICLE XVIII
Severability**

If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

**ARTICLE XIX
Governing Law**

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract this _____ day of _____

JEFFERSON COUNTY BOARD OF EDUCATION

By _____
KEN POPPLEWELL
(Title) DIRECTOR OF PURCHASING

CONTRACTOR

By _____
(Title) _____

File Copy

*

SPECIAL CONDITIONS

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 Purchasing/Bid Department. Final review is made by the appropriate SCNS Coordinator with recommendation for approval by the Jefferson County Board of Education.

AWARDING OF CONTRACT(S):

Contract(s) may be awarded to the lowest responsible bidder(s), after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code, meeting all specifications, all conditions, and all other provisions of this invitation to bid.

In order to have adequate coverage system wide, multiple vendors may be awarded contracts.

CONTRACT PROVISIONS (Maintenance of Records):

Successful bidders must maintain records for a minimum of three (3) years after the final payment on the contract.

QUANTITY:

The quantity of each item to be purchased is an estimate of our probable use and is used only as a guide to the bidder.

HACCP (Hazard Analysis and Critical Control Point):

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

CERTIFICATE OF ASSURANCE:

Certificate of Assurance indicates food products were manufactured in accordance with proper food handling and food safety requirements. A Certificate of Assurance for each manufactured product must be submitted prior to the date and time of the bid opening to the Coordinator of Food Procurement, Nutrition Service Center, 360 Farmington Avenue, Louisville, Kentucky 40209.

Failure to provide a Certificate of Assurance may subject your bid to rejection.

ALTERNATE BIDS:

The Jefferson County Public School System is interested in obtaining your lowest price meeting our published specifications. **Therefore, no alternate bids will be accepted.** Only one bid per item will be accepted on this proposal.

DELIVERY INFORMATION:

Delivery shall be made to each individual school site that is awarded the FFVP Grant (Approx. 25-35 schools). (See specification for additional information.) CACFP deliveries will be to Nutrition Service Center, 360 Farmington Avenue, Louisville, Kentucky, 40209.

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.

INSURANCE INFORMATION:

See separate attachment for insurance requirements.

GOOD AGRICULTURE PRACTICES (GAP):

All growers providing produce for this bid must be trained and meet all requirements outlined in the Good Agriculture Practices. GAP certificates of training or GAP certification certificates must be kept on file by the successful bidder(s) for all growers.

KENTUCKY PROUD:

Membership to Kentucky Proud is not required; however, the Certificate of Membership to Kentucky Proud may be presented with bid.

WATER SOURCES:

Growers providing produce for this bid must use potable water as the water source for all food and food contact surfaces. Wells and other water sources must be protected from contamination from livestock, manure, chemicals and pets.

W9 AND TAX IDENTIFICATION:

New vendors doing business with the Jefferson County Public Schools will be required to complete the W9 and Tax Identification Form. All required forms need to be presented one time only.

PAYMENT OF INVOICES:

Invoices for all items purchased as a result of a bid will be forwarded directly to the Accounts Payable Department of Jefferson County Public Schools for processing. Checks will be mailed from this department directly to the supplier.

Orders for items not on this contract must be authorized by appropriate personnel in the School & Community Nutrition Services office at C. B. Young, Jr., Service Center. Any order for an item not on contract should also be put on a separate invoice. Any order not handled in this manner is subject to nonpayment.

All invoices must include name of grower(s).

EXTENSION:

This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of both parties provided there are no escalation fees.

FIRM PRICES:

Fixed Cost - The unit prices on this bid are to be firm prices for the period of the contract and the quantities named in the invitation.

Escalation Clause - All bid prices will remain firm for the first 120 days of the bid period. After that, consideration for price increases will be made ONLY for extreme changes in market conditions.

All bid prices must include transportation and delivery to the School & Community Nutrition Services Warehouse and/or JCPS schools.

SUBMITTALS:

Submittals are required as a part of the bid. Submittals (referencing BID NAME and BID NUMBER) are to be submitted with your bid PRIOR to the bid opening date and time, directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209.

SPECIFICATIONS

FRESH FRUIT & VEGETABLE PROGRAM (FFVP & CACFP)

The purpose of this bid is to contract with vendor(s) to source and deliver fresh fruits and vegetables to the Jefferson County Public Schools.

Produce will be used in the Jefferson County Public Schools Fresh Fruit & Vegetable Program (FFVP). The FFV Program is a federally funded program administered by USDA, and district participation is determined on a year-to-year basis. JCPS had 37 schools participating in the FFV Program during school year 2016-17. The FFV Program will operate approximately from August 1, 2017 through May 31, 2018; schools operate the program weekly and produce is served 2-3 days per week. The number of schools participating may vary throughout the period of the contract. A list of school sites for 2017-2018 will be provided to the successful farmers, growers, and vendors if the program is to be administered by JCPS during this period.

DELIVERY INFORMATION:

1. Delivery is the responsibility of the successful bidder(s). Arrangements must be made in advance for delivery to individual FFVP school sites. CACFP items will be delivered to Nutrition Service Center, 360 Farmington Avenue, Louisville, Kentucky 40209. All costs for delivery, including drayage and freight, and for the packaging of products are to be borne by the bidder(s) and must be included in your quotes.
2. Delivery shall be made preferably from 7:00 a.m. to 2:00 p.m. on agreed upon delivery day. Contact the FFVP Supervisor at (502) 485-6041 at least five (5) working days in advance to advise of delivery day. Specific dates for all items will be determined at a later date.
3. Drivers must obtain signature of school site Nutrition Services Management staff on all delivery tickets.
4. All items must be delivered at the awarded price quoted; no additional charges are to be added to the invoice.
5. All products will be inspected for acceptable quality and quantity will be verified against the invoice. Products considered poor quality may be returned for credit to the vendor.
6. Individual portions are to be wrapped in a sealed bag or container and packed in clean, unused cases. Each case shall be properly labeled with product name and a date code.
7. Estimated quantities have been listed within the specifications. Product purchases are subject to change due to growing conditions and product availability. School and Community Nutrition Services FFV Program Supervisor must be notified at (502) 485-6041, should a contracted item become unavailable.
8. **NO SUBSTITUTIONS OF PRODUCTS WILL BE ALLOWED BY THE VENDOR WITHOUT WRITTEN APPROVAL OF THE SCHOOL AND COMMUNITY NUTRITION SERVICES DIVISION. SUBSTITUTES MADE WITHOUT PRIOR APPROVAL WILL BE CONSIDERED A VIOLATION OF CONTRACT AND MAY RESULT IN DISQUALIFICATION FROM FUTURE INVITATIONS TO BID.**

B I D F O R M

FRESH FRUIT & VEGETABLE PROGRAM (FFVP & CACFP)

To: Ken Popplewell
Director of Purchasing
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209-1104

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

Terms discount of _____% will be allowed if invoices are paid within _____ days from date of receipt of invoice. Terms of less than twenty (20) days will be considered net.

NAME OF COMPANY _____

MAILING ADDRESS _____

_____ ZIP CODE _____
(9 - digits)

ORDERING ADDRESS _____

_____ ZIP CODE _____
(9 - digits)

BY _____ (PLEASE TYPE NAME) _____
(Signature) *

OFFICIAL TITLE _____

TELEPHONE NUMBER _____ DATE _____

* If this form is not signed bid **SHALL** be rejected. A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

(If none has been issued and received, insert the word, "none.")

NOTES:

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

Bids must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.

No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.

FRESH FRUIT & VEGETABLE PROGRAM (FFVP)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PACK</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Apples, sliced. Apple slices to be packed to U.S. No. 1 Grade; in sealed bag or container. 100% ready to eat. (approx. 200 ct./cs.)	1 case	225 cases	\$_____	\$_____
2.	Avocado. 1/4 avocado with skin still attached; no browning; pit removed in sealed bag or container. 100% ready to eat.	2 oz.	18,000	\$_____	\$_____
3.	Banana, small, plump, firm, bright colored, free from scars and bruises.	150 ct./cs.	275 cases	\$_____	\$_____
4.	Blackberries. 4-6 berries in a sealed bag or container. U.S. No. 1 Grade; 100% ready to eat.	1.5 oz.	18,000	\$_____	\$_____
5.	Blueberries. 6-8 berries in sealed bag or container. Ripe, no decay, no mold, no mush; 100% ready to eat.	1 oz.	36,000	\$_____	\$_____
6.	Broccoli florets. 4 medium pieces or 2 large spears in sealed bag or container. Florets, fresh cut, sulfite-free, bright green, crisp, fresh, firm, 100% ready to eat.	2 oz.	54,000	\$_____	\$_____
7.	Cantaloupe chunks. 1-2 chunks in sealed bag or container, U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	36,000	\$_____	\$_____
8.	Carambola (star fruit). 2 slices in a sealed bag or container. U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	18,000	\$_____	\$_____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PACK</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9.	Carrots, whole baby peeled. 6-8 baby carrots in sealed bag or container. Fresh cut; U.S. No. 1 Grade standard; 100 % ready to eat.	1.6 oz.	54,000	\$ _____	\$ _____
10.	Cauliflower florets. 4 medium pieces or 2 large spears in sealed bag or container. Fresh cut; sulfite free; 100% ready to eat.	2 oz.	54,000	\$ _____	\$ _____
11.	Celery sticks. 2-3 pieces in sealed bag or container. Fresh cut, 3-4 inch sticks; 100% ready to eat.	2 oz.	36,000	\$ _____	\$ _____
12.	Cherries, red. 6-8 pieces in sealed bag or container. Ripe, no decay, no mold, no mush; 100% ready to eat, stem attached, not pitted.	2 oz.	36,000	\$ _____	\$ _____
13.	Corn cob, 1 small ear of corn. U.S. No 1 Grade standard, may be of any in season variety; 100% ready to eat.	4 oz.	18,000	\$ _____	\$ _____
14.	Cucumber slices. 6-8 slices in sealed bag or container, fresh. U.S. Fancy Grade standard. 100% ready to eat.	2 oz.	54,000	\$ _____	\$ _____
15.	Dragon fruit. 1/8 dragon fruit in sealed bag or container. Intact, firm sound, no bruise, no rot/rot spot/mold, no excessive scarring.	2 oz.	18,000	\$ _____	\$ _____
16.	Grapefruit wedges. 1-2 wedges in a sealed bag or container. U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	36,000	\$ _____	\$ _____
17.	Grapes, black, seedless. 6-8 pieces in sealed bag or container. To meet Grade standard for U.S. No. 1; grapes will be plump and de-stemmed; 100% ready to eat.	2 oz.	18,000	\$ _____	\$ _____
18.	Grapes, green, seedless. 6-8 pieces in sealed bag or container. To meet Grade standard for U.S. No. 1; grapes will be plump and de-stemmed; 100% ready to eat.	2 oz.	18,000	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PACK</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
19.	Grapes, red, seedless. 6-8 pieces in sealed bag or container. To meet Grade standard for U.S. No. 1; grapes will be plump and de-stemmed; 100% ready to eat.	2 oz.	18,000	\$ _____	\$ _____
20.	Green beans. 6-8 small cut pieces in a sealed bag or container. 100% ready to eat.	1 oz.	36,000	\$ _____	\$ _____
21.	Honeydew, chunks. 1-2 chunks in sealed bag or container. U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	36,000	\$ _____	\$ _____
22.	Kiwi. Kiwi halved in sealed bag or container. To be packed to U.S. No. 1 Grade standard; domestic product to be provided when available; to be packed in single layer flats; growing location to be provided with price quotes.	2 oz.	36,000	\$ _____	\$ _____
23.	Lemon Wedges, 1-2 wedges in sealed bag or container. U.S. No. 1 Grade standard. 100% ready to eat.	2 oz.	40,000	\$ _____	\$ _____
24.	Lime Wedges, 1-2 wedges in sealed bag or container. U.S. No. 1 Grade standard. 100% ready to eat.	2 oz.	40,000	\$ _____	\$ _____
25.	Mango pieces. 6-8 pieces in sealed bag or container. Slightly soft, yellow tinge, no fibrous pieces of pit; 100% ready to eat.	2 oz.	36,000	\$ _____	\$ _____
26.	Orange wedges, variety. 2 wedges in a sealed bag or container. U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	54,000	\$ _____	\$ _____
27.	Papaya chunks. 1-2 chunks in a sealed bag or container. U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	18,000	\$ _____	\$ _____
28.	Peas, sugar snap or snow. Pods in a sealed bag or container. U.S. No. 1 Grade; 100% ready to eat.	2 oz.	18,000	\$ _____	\$ _____
29.	Peppers, bell, strips (red/green). 6-8 strips in a sealed bag or container. U.S. No. 1 Grade; 100% ready to eat.	2 oz.	36,000	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PACK</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
30.	Pineapple chunks. 6-8 pieces in a sealed bag or container. 100% fresh, ready to eat.	3 oz.	36,000	\$ _____	\$ _____
31.	Spinach, baby. 6-8 baby leaves in a sealed bag or container. U.S. No.1 Grade standard; 100% ready to eat.	1.6 oz.	18,000	\$ _____	\$ _____
32.	Squash, summer, yellow. 6-8 slices in a sealed bag or container. U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	36,000	\$ _____	\$ _____
33.	Strawberries, topped & halved. 6-8 pieces in a sealed bag or container. Ripe, red in color, 100% ready to eat.	3 oz.	36,000	\$ _____	\$ _____
34.	Tomato, grape. 4 pieces in a sealed bag or container. U.S. No. 1 Grade standard; ripeness stage 4 or 5; 100% ready to eat.	2 oz.	72,000	\$ _____	\$ _____
35.	Watermelon chunks. 1-2 chunks in a sealed bag or container. U.S. No. 1 Grade standard; 100% ready to eat.	2 oz.	36,000	\$ _____	\$ _____
36.	Zucchini slices. 6-8 slices in a sealed bag or container. U.S. No 1 Grade standard; 100% ready to eat.	2 oz.	18,000	\$ _____	\$ _____

CHILD & ADULT CARE FOOD PROGRAM (CACFP)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PACK</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
37.	Broccoli florets. In sealed bag or container, to meet ½ cup serving. Florets, fresh cut, sulfite-free, bright green, crisp, fresh, firm, 100% ready to eat.	4 oz.	200,000	\$ _____	\$ _____
38.	Cantaloupe chunks. In sealed bag or container, to meet ½ cup serving, U.S. No. 1 Grade standard; 100% ready to eat.	4 oz.	200,000	\$ _____	\$ _____
39.	Celery sticks. In sealed bag or container, to meet ½ cup serving, fresh cut, 3-4 inch sticks; 100% ready to eat.	4 oz.	200,000	\$ _____	\$ _____
40.	Honeydew, chunks. In sealed bag or container, to meet ½ cup serving, U.S. No. 1 Grade standard; 100% ready to eat.	4 oz.	200,000	\$ _____	\$ _____
41.	Orange wedges, variety. In a sealed bag or container, to meet ½ cup serving, U.S. No. 1 Grade standard; 100% ready to eat.	4 oz.	600,000	\$ _____	\$ _____
42.	Peas, sugar snap or snow. Pods in a sealed bag or container, to meet ½ cup serving, U.S. No. 1 Grade; 100% ready to eat.	4 oz.	100,000	\$ _____	\$ _____
43.	Pineapple chunks. In a sealed bag or container, to meet ½ cup serving, 100% fresh, ready to eat.	4 oz.	200,000	\$ _____	\$ _____
44.	Tomato, grape. In a sealed bag or container, to meet ½ cup serving, U.S. No. 1 Grade standard; ripeness stage 4 or 5; 100% ready to eat.	4 oz.	200,000	\$ _____	\$ _____
45.	Watermelon chunks. In a sealed bag or container, to meet ½ cup serving, U.S. No. 1 Grade standard; 100% ready to eat.	4 oz.	200,000	\$ _____	\$ _____