



**SCHOOL DISTRICT OF JEFFERSON
COUNTY PUBLIC SCHOOLS,
LOUISVILLE, KENTUCKY**

REQUEST FOR PROPOSAL

#3129

COMPETITIVE NEGOTIATION

FOR

**WALK-IN COOLER/FREEZER UNITS AND INSTALLATION
FOR VARIOUS SCHOOL CAFETERIAS**

PROPOSAL RETURN DATE:

WEDNESDAY, DECEMBER 20, 2023

TIME: 3:00 P.M., E.T.

DEFINITIONS

ADDENDA

Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

PROPOSAL

A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (sent in a separate email) supported by data called for by the RFP documents.

PROPOSED CONTRACT SUM

The sum stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.

OFFEROR

One who submits a proposal for contract with the Board for the work described in the RFP.

PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request For Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.

RFP

Request For Proposals

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County 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 RFP and the Model Procurement Regulations, the Regulations shall control. A copy of these regulations may be obtained by contacting the Purchasing/Bid Department or at <https://www.jefferson.kyschools.us/sites/default/files/ModelProcurement.pdf>. It is the responsibility of the offeror to be familiar with these Regulations.

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.

INSTRUCTIONS AND CONDITIONS

ARTICLE 1 - INVITATION

- 1.1 Sealed proposals will be received by the Purchasing/Bid Department, Jefferson County Public Schools, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Bldg. 1, Room 164, Louisville, Kentucky 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary to provide Walk-In Cooler/Freezer Units and Installation for Various School Cafeterias.
- 1.2 Additional copies of the RFP 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, or on the JCPS web site: www.jefferson.kyschools.us prior to the date and time specified for opening.

ARTICLE 2 - PRE-PROPOSAL SITE VISIT

- 2.1 A pre-proposal site visit will be conducted to see the installation sites. The site visit is open to all prospective vendors receiving invitations.
- 2.2 The site visit will be held on Thursday, December 7, 2023 according to the schedule on pages 21. This will give vendors the opportunity to become familiar with the project. Nothing stated during the site visit shall change the request for proposal unless the change is made by written addenda.
- 2.3 Questions shall be submitted in writing or via email to Wyatt Wynn, Director of Purchasing/Bids (purchasingbids@jefferson.kyschools.us) no later than 3:00 p.m., Monday, December 4, 2023. All questions will be addressed and read aloud at the pre-bid conference. Additional questions will be accepted at the conference and none thereafter. All questions and responses will also be posted on the website where this proposal is displayed by 5:00 p.m., Friday, December 8, 2023.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **3:00 p.m., Eastern Time, Wednesday, December 20, 2023**. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 **Email Submissions Only Will Be Accepted.**

Proposals must be EMAILED on or before the RFP opening date and time to the attention of Wyatt Wynn, (Director of Purchasing), JCPS.Sealed-Bids@jefferson.kyschools.us

All proposals will be opened in the Purchasing/Bid Department Conference Room of the C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any quotes received after scheduled time of opening will be returned unopened to the vendor.

Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.

- 4.2 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.
- 4.3 Each proposer by submission of proposal releases Jefferson County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider.

ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the COST SCHEDULE FORMS attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)
- 5.3 The COST SCHEDULE FORM containing prices is to be submitted by separate email from the Proposal Form. It should be emailed to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as "Quotation."
- 5.4 The PROPOSAL FORM outlining the materials and services to be furnished is to be submitted by separate email from the Cost Schedule Form. It should be emailed to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as "Proposal." **Do not include any pricing on the PROPOSAL FORM. If included this will be grounds for rejection.**
- 5.5 All prices and quotations must be in ink or typewritten. Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.6 Both the PROPOSAL FORM and COST SCHEDULE FORM **must** be signed. Signature **must** be in ink (no pencil). No proposal can be signed after being opened. Any unsigned proposal will be rejected.

ARTICLE 6 - FAILURE TO RESPOND

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 7 - AWARD OF CONTRACT

- 7.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract may be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code. JCPS reserves the right to reject all proposals.
- 7.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 8 - 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.

ARTICLE 9 - EVALUATION CRITERIA

The Purchasing/Bid staff will first evaluate proposals as being responsive or non-responsive based on the specifications provided. Second, a committee will evaluate proposals based on the information provided in the vendor's proposal and any other information requested in the evaluation process. The criteria for meeting the competitive range (and points for each) will determine the best evaluated proposal.

1. Specification of Product	25 pts.
2. Proposer's ability to meet service requirement and completion date	20 pts.
3. Experience, Qualifications and References (3) of the organization	15 pts.
4. Product Warranty	5 pts.
5. Total cost of projects	35 pts.
TOTAL POINTS	100 pts.

ARTICLE 10 – CONTRACT PERIOD

- 10.1 The actual period of the contract will be from January 23, 2024 through September 1, 2024.
- 10.2 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.

ARTICLE 11 - DISCUSSION OF PROPOSALS

- 11.1 The Contracting Officer may or may not conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.
- 11.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 11.3 Offerors submitting proposals categorized as unacceptable or not falling within the competitive range shall be so notified and said offerors will not be allowed to submit supplemental information amending the proposal. If an offeror has not been notified that his proposal has been found unacceptable or not falling within the competitive range, said offeror may submit supplemental information amending the proposal at any time until the closing date established by the Contracting Officer.

ARTICLE 12 - TREATMENT OF PROPOSALS

- 12.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.
- 12.2 A contract may be awarded on the proposals as submitted or the Director of Purchasing may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

ARTICLE 13 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 13.1 All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
- 13.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.

- 13.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- 13.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 14 - INTERPRETATION OR CORRECTION OF RFP'S

- 14.1 Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.
- 14.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

ARTICLE 15 - ADDENDA

- 15.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 15.2 Copies of addenda will be made available for inspection wherever RFPs are on file for that purpose.
- 15.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.
- 15.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 16 - RIGHT TO REJECT

- 16.1 The Jefferson County Board of Education, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Jefferson County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.
- 16.2 Grounds for the rejection of proposals include, but shall not be limited to:
- (a) Failure of a proposal to conform to the essential requirements of the RFP.
 - (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
 - (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
 - (d) Submitting a proposal determined by the Director of Purchasing in writing to be unreasonable as to price.
 - (e) Proposals received from offerors determined not to be responsible offerors.
 - (f) Proposals received from offerors determined not to be qualified based on current or on past performance on JCPS projects.

ARTICLE 17 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 17.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.
- 17.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 18 - CONFIDENTIAL DATA

- 18.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 18.2 If the contracting officer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

ARTICLE 19 - ACCEPTANCE BY BOARD

- 19.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 10.
- 19.2 All prices and quotations must be in 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 quote. Also, corrections made with correction tape or fluid are to be initialed.
- 19.3 It is the intent of the Director of Purchasing to award a contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.
- 19.4 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 20 - FORM OF (CONTRACT) AGREEMENT BETWEEN BOARD AND CONTRACTOR

Form To Be Used - Unless otherwise provided in the RFP, the agreement to contract will be written on the standard form of agreement between Board and offeror bound with the RFP in the number of copies to be specified by the Director of Purchasing.

ARTICLE 21 - TABULATIONS

Tabulations will be made by the Purchasing/Bid Department and each qualified offeror will be mailed a formal tabulation after the Board has taken official action at the regularly scheduled Board meeting. Board meetings are normally held twice a month. Offerors are requested not to call the Purchasing/Bid Department for a tabulation.

ARTICLE 22 - PRICES

Prices quoted herein are to remain firm for the period of the contract. (See ARTICLE 10.)

ARTICLE 23 - K.O.S.H.A. STANDARDS

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

ARTICLE 24 - EXCUSE FOR NON-PERFORMANCE

The successful offeror(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.

ARTICLE 25 - PENALTIES

In case of default by the vendor, the Jefferson County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

ARTICLE 26 - TAXES

26.1 KENTUCKY SALES AND/OR USE TAX

- (a) Proposers are informed that service contracts of the Board of Education of Jefferson County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- (b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

26.2 FEDERAL EXCISE TAX

The Board of Education of Jefferson County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their bid.

26.3 DEDUCTIONS FOR TAXES, WORKER'S COMPENSATION, ETC.

- (a) The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law.
- (b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

ARTICLE 27 - NON-DISCRIMINATION

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

- 27.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, religion, marital or parental status, national origin, race, sex, veteran status, or political 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, political opinion or affiliation, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth or related medical conditions. 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.
- 27.2 The Seller shall in all solicitations 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, political opinion or affiliation.
- 27.3 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.

ARTICLE 28 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Office of Equal Employment Opportunity & Contract Compliance, Capitol Annex, Room 395, Frankfort, Kentucky 40601; phone: 502-564-2874; e-mail: Finance.ContractCompliance@ky.gov.

ARTICLE 29 - SERVICES EVALUATION

If it is later established that said services fail to comply to these specifications and conditions, the contract will be canceled. This will be done only after offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

ARTICLE 30 - REIMBURSEMENT/COSTS

JCPS will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

ARTICLE 31 - DELIVERY

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.

ARTICLE 32 - MISC.

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.

If Offeror is selected and Contractor and/or any employees of Contractor are required to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and 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 no administrative finding of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

ARTICLE 33 - DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Jefferson County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Jefferson County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article 33.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one or more of the following data elements:

- (a) An account, credit card number, or debit card number that, in combination with any required security code, accesscode or password, would permit access to an account;
- (b) A Social Security number;
- (c) A taxpayer identification number that incorporates a Social Security number;
- (d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- (e) A passport number or other identification number issued by the United States government; or
- (f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(9)(a), a "security breach" means "1. The unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) reasonably believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals."

As provided in KRS 61.931(5), a "nonaffiliated third party" means "Any person that (a) has a contract or agreement with an agency (Jefferson County Public Schools); and receives personal information from the agency (Jefferson County Public Schools) pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Jefferson County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article 33. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

The vendor shall notify as soon as possible, but within seventy-two (72) hours, the Jefferson County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the vendor, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Jefferson County Public Schools Chief Information Officer, 3332 Newburg Road, Louisville, KY 40218, Phone (502) 485-3011, Fax: (502) 485-3674. The notice to JCPS shall include all information the vendor has with regard to the security breach at the time of notification.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Jefferson County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Information Officer, Executive Administrator Information Technology and Executive Administrator Payroll of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken offsite. The vendor hereby agrees that the Jefferson County Public Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article 33.

In the event of a security breach relating to Personal Information, the vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the vendor will satisfy the notification deadlines in KRS 61.933(1)(b) but the vendor will ensure that Jefferson County Public Schools has the opportunity to review and approve all notices to be sent. Jefferson County Public Schools will have the opportunity to review any report produced as the result of the investigation. The vendor will be fully responsible for all costs associated with compliance by the vendor and Jefferson County Public Schools with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

If the vendor is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the vendor's unauthorized disclosure of one (1) or more data elements of Personal Information that is the same as one (1) or more of the data elements of Personal Information listed in KRS 61.931(6)(a) to (f), the vendor shall meet the requirements of the Act by providing to Jefferson County Public Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if the vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service," which is defined in KRS 365.734(1)(a) as "a service that provides, and that is marketed and designed to provide, an educational institution with account-based access to online computing services"), or, through service to Jefferson County Public Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the student's school and district to

determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.

- With a written agreement for educational research, the vendor may assist Jefferson County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Jefferson County Public Schools that it will comply with KRS 365.734(2).

ARTICLE 34 - FINAL DISPOSITION OF JCPS DATA

The Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Contract JCPS data will be made available to JCPS in the format requested by the Board. The Contractor also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making JCPS data available to JCPS in the format requested by the Board, the Contractor shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all JCPS data, regardless of its format, mode of storage or location, including such data that may have been provided to the contractor’s employees, subcontractors, agents, or other affiliated persons or entities, according to the standards enumerated in NIST Publication 800-88, and certify in writing that these actions have been completed, within 30 days of the termination, cancellation, expiration, or other conclusion of this Contract, or within 7 days of receiving the written request of the Chief Financial Officer or the Chief of Data Management, Planning and Program Evaluation of JCPS, whichever shall come first.

ARTICLE 35 - TERMINATION

Contracts may be terminated by the Board for default or convenience as outlined in the Procurement Regulations.

ARTICLE 36 - 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 may be in time of emergency or if awarded contractor is unable to provide items or services as required.

ARTICLE 37 - 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.

ARTICLE 38 - PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when JCPS 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.

Successful bidders must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at bid 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 JCPS.

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.

ARTICLE 39 - 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.)

ARTICLE 40 -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.

ARTICLE 41-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.

ARTICLE 42- 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.

CONTRACT FOR THE 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 **as listed on tabulation**, 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; Title and Risk of Loss

To effect a delivery of the desired quantity of units of Goods, the Board shall issue a purchase order identifying the time, 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 by the Board 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. The Seller shall be responsible for and pay any and all carrying and/or shipping charges. The Board shall accept no deliveries C.O.D. or F.O.B. point of departure. Title and risk of loss to the Goods shall remain with the Seller until the Goods have been delivered to the Board in accordance with this Article.

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 shall 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 right 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, DISSAPPROVAL, RECOMMENDATION, PREPARATION OR 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.

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, DISSAPPROVAL, 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 SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT 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 solicitations 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 _____
WYATTE WYNN
(Title) DIRECTOR OF PURCHASING

CONTRACTOR
By _____
(Title) _____

Required Clauses for Federal Contracts

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 and JCPS District contracts to certify and assure that they will comply with all of the applicable requirements of Items 1-14 as listed below. Vendor(s) also agree 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 sub grantee 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).
- (4) Agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). For construction and repair awarded by the recipients and sub recipients in excess of \$2000.
- (5) Agree to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2000 awarded by grantees and sub grantees 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 sub grantees in excess of \$100,000, 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 (37 CFR Part 401).
- (8) The books and records of the contractor pertaining to operations under this agreement shall be available to the Child Nutrition Program (CNP) Sponsor at any reasonable time. These records are subject to inspection or audit by representatives of the CNP Sponsor, State Agency, the USDA, and the US General Accounting Office at any reasonable time and place. The CNP Sponsor shall maintain such records, for a period of not less than three (3) years after the final day of the contract, or longer if required for audit resolution (7 CFR 210.23(c), and 2 CFR Part 200.333).
- (9) Must be in strict compliance for contracts in excess of \$150,000, including subcontracts and sub grants, with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), 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) Non-federal entities that are 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 the 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.

(12) Energy Policy and Conservation Act: The contractor shall meet the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163,89 Stat.871).

13) Agree to comply with collusion to restrain bids is prohibited, section 45A.325 of Kentucky Model Procurement Code, which restrains, tends to restrain, or is reasonably calculated to restrain competition to bid at a fixed price, or refrain from bidding, or otherwise, is prohibited.

14.) Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

6/12/23

SCOPE OF WORK

WALK-IN COOLER/FREEZER UNITS AND INSTALLATION FOR VARIOUS SCHOOL CAFETERIAS

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to provide the School District of Jefferson County Public Schools (referenced in this document as JCPS or the “District”) with walk-in cooler/walk-in freezer units and installation.

The offerors will work in conjunction with JCPS Engineers and General Contractor assigned to school projects in the District.

Site work for replacement units may begin after the last day of school, May 24, 2024 (subject to change).

Units must be installed, started up, and fully functional by July 26, 2024. Detail work such as trim, paint, thresholds, bumper pads, etc. is to be completed by August 7, 2024.

Communication through in person meetings, email, phone or text is required to successfully complete the project. Any necessary permits are the responsibility of the vendor and cost for such must be included in the awarded vendor’s proposal price.

The District expects the contractor to provide a turnkey solution for this project and shall include all installation, materials, labor, supplies, equipment, necessary storage, travel, and communication required to provide the units to the District. The turnkey solution for this project shall also include, startup per JCPS requirement, testing, training for school based staff and JCPS refrigeration technicians (see specifications for details), support, and all other services related to ensuring the successful operation of the systems, for the duration of time indicated by the contract and warranty period.

Offerors are advised that any contract resulting from the Request for Proposal must comply with all applicable provisions of KRS 45A prior to becoming effective and all applicable federal laws.

A contract, based on this RFP, may or may not be awarded.

PH 42 JCPS SCNS Walk-In Units and Installation Site Visit Schedule

December 7, 2023

8:00AM-8:45 AM	Wilder ES	1913 Herr Lane Louisville, KY 40222	Meet in front of the main entrance
9:15AM- 10:00AM	Jeffersontown HS	9600 Old 6 Mile Lane Louisville, KY 40299	Meet in front of the main entrance
10:30AM- 11:15AM	Hawthorne ES	2301 Clarendon Ave, Louisville, KY 40205	Meet in front of the main entrance
12:00PM-12:45 PM	Newburg MS	4901 Exeter Ave. Louisville, KY 40218	Meet in front of the main entrance
1:15PM-2:00PM	Cochran ES	500 W. Gaulbert Louisville, KY 40208	Meet in front of the main entrance

Refer to included chart for walk-in cooler/freezer dimensions and condensing unit detail. All dimensions are approximate and must be verified by awarded Contractor. Submit a request for drawings per instructions for details

SPECIFICATIONS

Walk-In Cooler/Freezer Units & Installation for Various School Cafeterias

DESCRIPTION

1. Overall box sizes, condensing unit types and locations are listed in the included chart. Proposal should be priced based on drawing and information gathered at the site visit.
2. Boxes are either a stand-alone unit or a combo walk-in cooler/freezer unit.
Drawings can be sent to the interested proposer via email. Send request to Reid Haefner, P.E., Well AP LEED GA Principal, Assistant Director of Electrical Engineering BCCLT Consulting Engineer at haefner@bcclt.com, or with prior notice to Gretchen Boyd - Gretchen.boyd@jefferson.kyschools.us. Drawings may be picked up @ 3001 Crittenden Drive, Room 133, Louisville, KY 40209, between the hours of 8:00 AM and 4:00 PM. The drawings will indicate the size of the units. Slight changes due to varying dimensions of equipment and wall construction may occur with approval of the Engineer. Awarded Proposer must field verify after award.
3. The Offeror will have a Foreman competent in the installation of foodservice equipment.

A. DEMOLITION

1. **The demolition of existing walk-in coolers/freezers, existing roof structure if applicable, refrigerant lines, condensing units, racks, etc. will be performed by another contractor. Coordination is required to ensure project is following timeline.**

B. CONSTRUCTION

1. Walk-In Coolers and Freezers to be constructed of prefabricated panels to allow convenient and accurate field assembly and future enlargement by the addition of panels.
2. All interior and exterior walls and ceilings to be skinned with 24-26 ga. embossed galvalume (color detailed below).
3. All panels shall be NSF certified.
4. Interior floor .100-.125" aluminum tread plate with foamed in-place plywood underlay.
5. Insulation to be 25 flame spread – 450 smoke.
6. Electrical components of walk-in cooler/freezer to be UL approved.

C. PANEL FABRICATION

1. Standard wall and ceiling panels shall be 47" and 23" in width and shall be interchangeable with like panels. Ceiling height is specific in the drawing. Corner panels to be 12" x 12" ninety degrees for strength and ease of installation. Panels shall be foamed in place urethane insulation sandwiched between interior and exterior metal substrate. Edges of panels shall be foamed in place tongue and groove with cam action locking devices. Locking devices to be foamed in place at the time of fabrication.

D. FLOOR CONSTRUCTION

1. Floors to support approximately 800 pounds per square foot of rolling traffic evenly distributed floor loads when panels are fully supported. Interior floor, when applicable, shall be .100- .125" aluminum tread plate with foamed in place plywood underlayment (some exceptions).
2. Panels are to be fabricated, installed and sealed to provide an airtight assembly.
3. If ramp is required, it may be smooth aluminum plate if applicable with tread strips in place.
4. Threshold to be installed must provide a smooth transition and allow carts to move in and out of the unit with ease. A flush transition between the inside and outside is preferred but may not be applicable at all sites.
5. ALL freezers must have floors.
6. Cooler floor required if existing unit has one in place.

E. INSULATION

1. Each Panel shall be completely filled with rigid foamed in place urethane having a thermal conductivity (K-factor) of .118 BTU/hr. square foot per degrees Fahrenheit/inch, and an overall coefficient of heat transfer of not more than .140. Overall thickness of walls and ceiling shall be a minimum of 4-5" to achieve R factor of 28 for cooler and min. R factor of 32 for freezer. Data to verify R factor may be requested. Insulation shall have 97% closed cell structure, with an average

in place density 2.4 pound per cubic foot, and a compression strength at yield point of 30 lbs. per square inch. Freezer floors and cooler floors (when applicable) shall be a minimum of 4” thick. All panels should be manufactured using an environmentally safe method.

F. WALL & CEILING PANEL FINISH

1. All interior and exterior wall and ceiling panels shall be finished with 24-26 ga. embossed silver or white galvalume.

Cochran	White
Hawthorne	White
J-town High	White
Newburg	White
Wilder	White

G. DOOR AND FRAMES

1. Each compartment shall be fitted with one standard 36” x 80” swing door. The door shall be flush mounted in the door section. Door finish shall be 24-26 ga. White/silver galvalume to match the exterior of box.
2. Two (2) polished chrome, spring loaded self-closing hinges, one (1) chrome latch with inside glow in the dark safety release handle and a magnetic gasket per door.
3. All doors shall have 36” tall, aluminum tread, and kick plates inside and outside.
4. One (1) neoprene drag strip attached to bottom edge of door.
5. All doors equipped with chrome hydraulic door closer.
6. Positive action door latch with holes that line up for padlocks.
7. Doors shall be same thickness as panels to achieve required R factor.
8. One (1) NSF approved digital thermometer to be mounted on the exterior of each door section, with range of +60 to -40 degrees Fahrenheit.
9. Doorframe shall include vapor proof light fixture, pilot light and switch.
10. Heated air vent shall be provided in wall panel near freezer walk-in doorframe.
11. Each door to be fitted with clear vinyl strip doors, 6” wide for coolers, 4” wide double over lap for freezers.
12. Door switch included to turn off fans when door is open.

H. GASKETS

1. NSF listed gasket to be foamed in place to the male side (tongue) of all panels, on both interior and exterior. Gaskets to be impervious to stains, greases, oils, mildew, etc.

I. ROOF CAP FOR OUTSIDE WALK-INS

1. Provide and install 50 mil, 18 x 14 threads per inch, Duro-Last single ply roofing membrane (polyvinylchloride blend) with 15-year warranty on outside walk-in coolers and freezers.
2. Install per manufacturer’s instructions.
3. Flash to exterior wall per plans to be provided by JCPS.

J. PARTITIONS

1. Construction and finish of partition walls to be the same as walk-in walls. Partition wall shall lock into walls, ceiling and floor with cam action locks.

K. LIGHTING

1. Furnish applicable number of 48” LED fixtures with a protective cover. On door section, an LED light shall have a coated glass shatterproof globe. Lights shall be controlled by press switch adjacent to the door. JCPS General Contractor will install all the above fixtures and seal all conduit to prevent moisture from collecting in the fixtures.

L. HEATED AIR VENT

1. Heated air vent shall be provided in wall panel near freezer walk-in doorframe. JCPS General Contractor shall wire as necessary.

M. TRIM STRIPS

1. Furnish angle trim and closures as necessary to seal walk-in cooler/freezer to building interior and exterior walls. Trim strips to match exterior of walls on cooler/freezer or stainless steel as applicable to environment. All trim to be caulked to adjacent surface on all sides and at all joints.
2. Furnish 24-26 ga. removable closure panels from top of cooler/freezer boxes up to ceiling as necessary to provide access to ceiling cavity and to prevent the area being used as storage. Closure panels to match exterior finish of freezers/coolers. Where higher ceilings exist (over 48" above top of cooler/freezer), the owner may allow the closure panels to be eliminated. In all cases, if the existing coolers/freezers have these closure panels installed then they will need to be provided for the new coolers/freezers.

N. BUMPER RAILS

1. Provide a vinyl bumper rail for exposed exterior at 30-36" above finish floor for interior face over 12" long. Provide corner pieces for interior walk-in as necessary. The vinyl bumper guards must be installed prior to the substantial completion date. Failure to do so may result in the freezer/cooler installer being held responsible for any damage that occurs, that would have been avoided had the rails been installed by the deadline. Any damaged panels will be replaced at the expense of the cooler/freezer supplier/installer.
 - Cochran
 - Hawthorne
 - Newburg
 - Wilder

O. POWER REQUIREMENTS

Power requirement- to be verified during site visit and from drawing for new construction:

- Walk-In Cooler - Evaporator Fan - 208/230 volts
- Walk-In Freezer - Evaporator Fan - 208/230 volts
- Condensing Units (water and air cooled) - 208/230 volts
- Lights - 115 volts

P. REFRIGERATION EQUIPMENT

1. Shall be furnished by manufacturer as part of cold storage room assembly and shall provide each compartment with a complete refrigeration system sized to maintain appropriate temperature.
2. All are water cooled with city water or air-cooled, see aforementioned chart for details. Scroll units are preferred, semi-hermetic units are acceptable, if necessary. Refrigeration systems are to be designed for use with 404A refrigerant only.
3. New condensing units are to be provided with new rack system that will fit in specified space on a new steel, painted, angle iron rack as close to the floor as possible and easily accessible for maintenance and/or repairs. Condensing units shall be stacked one on top of the other where adequate vertical and working clearances exist. Adequate clearance shall be maintained above the lower condensing unit. JCPS personnel will determine final location of rack and condensing units.
4. Control boxes may be required to be mounted on the wall adjacent to the rack.
5. Evaporator drain lines to be furnished and installed by contractor and extended to floor receptors outside assembly. Cooler evaporator drain lines are to be wrapped/insulated. Freezer drain lines to be wrapped with heat trace cable and insulated with pre-molded foamed plastic insulation suitable for the application. Thickness as recommended by manufacturer. Refrigerant piping to be ACR copper tubing, hard temper, with wrought fittings and silver solder joints. Suction lines insulated with pre-molded foamed plastic

insulation, thickness as recommended by manufacturer for temperature and application. Refrigeration systems to be provided with all required refrigerant piping, insulation, appropriate size hanger with no exposed piping (do not use vibration eliminators), solenoid(s), dryer, suction line filter, expansion valve(s), thermostat(s), heat exchangers, defrost timers, water regulator valve and other components necessary for complete installation. Freezer systems to be equipped with a quick response controller (QRC) or KE2 controller on the evaporator.

6. Provide pump down control circuit consisting of thermostat and solenoid valve. All components including piping and insulation are to be installed using accepted industry standards, manufacturer's instructions and first-class workmanship.

Q. INSTALLATION

1. A complete set of installation instructions covering both the assembly of walk-in cooler/freezer panels and the refrigeration equipment shall be supplied to JCPS assigned engineer.
2. Selected vendor is to provide services through company employees who are factory trained in all aspects of the product offering.
3. Connect compressor to respective coil.
4. The inlet water shall have an individual shut off valve at each condenser for each walk-in cooler and walk-in freezer.
5. Suction and liquid lines must run together and be wrapped with Armaflex insulation to within 3" applicable condensing unit.
6. All liquid lines shall be equipped with driers.
7. Evaporator condensate drain lines to be furnished and installed by cooler/freezer installer.
8. All other necessary water and drain connections to and through condensing units to be provided by JCPS plumbing contractor.
9. All condensate drain lines shall be extended to floor drains, mop sinks or exterior hub/french drains provided by the mechanical contractor.
10. Condensate drain piping shall be insulated to the point of termination with 3/4" Armaflex or equal closed cell foam insulation.
11. All lines shall be hard copper, using sweat-fitting for all bends and turns. Drain lines for freezer coils shall be wrapped with a thermostatically controlled heat trace tape or factory installed integral heater. Cover drain lines with insulation.
12. Install double pole switch for walk-in cooler in agreed location.
13. JCPS electrical contractor to furnish and install all electrical wiring necessary to coils and compressor.
14. JCPS electrical contractor to furnish, install, and seal off fixtures in conduit above walk-in for each light fixture to prevent moisture from collecting in fixture.
15. Miscellaneous wiring to door heaters, alarms, light fixtures, off-cycle timer and pressure relief ports are the responsibility of the JCPS electrical contractor.
16. JCPS electrical contractor to provide disconnect switch at both condensing units.
17. Provide all required wall and/or floor penetrations, sleeves, fire stopping, sheet metal pipe covers, pipe supports, etc. for the installation of the refrigerant line sets, and the evaporator condensate drain lines.
18. All line sets shall use hydrosorb or equal to eliminate potential damage to lines due to vibration.
19. Unless otherwise indicated for combination walk-in freezers/coolers provide two refrigerant line penetrations, to the cooler/freezer boxes, one penetration for each evaporator.
20. Penetration of box walls or ceiling based on having a minimum 3/4" insulation that runs continuously through the walk-in box. The liquid line is to be positioned so that it cannot come into contact with the metal skin of the insulated wall. PVC sleeve and fire rated caulk required. All insulation joints on the entire refrigeration run to be tight and sealed to prevent condensation.
21. All refrigerant piping is to be supported 4' on center and a maximum of 2' to 3' from the point of termination of the refrigerant lines.
22. Digital temperature monitors are required on all walk-in boxes.
23. Soldering of joints shall utilize a 15% silver concentration of Silfoss on all joints.
24. All refrigerant lines are to utilize a continuous nitrogen purge while soldering is being performed.

25. Workspace environment at the compressor/control panel locations needs to be carefully reviewed to verify that there is enough room to maintain and service equipment properly.
26. Review any refrigerant line links longer than 50' with the manufacturer of the refrigeration system to determine exact configuration of the refrigerant line, including size of traps and pipe sizes. Provide documentation from the manufacturer.
27. Add unions to both sides of water pressure regulator for ease of replacement.
28. Water pressure regulators shall be positioned to allow full access to refrigeration control panels. All water pressure regulators to be installed with unions. Coordinate exact location of water regulator for each site with refrigeration vendor prior to rough-in.
29. Install traps to the drain line with heat tape.
30. Any penetration into the cooler/freezer units must be sealed with silicon sealant from the outside only.
31. A 1/8" npt. x 1/4" flare x 1/4" T to be placed on water regulator valve.
32. Evaporator drain pans, add union at drain line piping connection to pan.
33. Collaborate with JCPS to determine location of condensing unit control boxes before installation.
34. Coordinate core drilling where necessary with mechanical contractor.

R. PERFORMANCE

1. Cooler shall be designed by the manufacturer to maintain a normal operating temperature of 34-38 degrees Fahrenheit.
2. Freezer shall be designed by the manufacturer to maintain a normal operating temperature of -10 to 0 degrees Fahrenheit.
3. Refrigeration equipment and freezer/cooler construction shall be designed to control humidity and to prevent the growth of mildew.

S. WARRANTY

1. Special Project Warranty: Provide written warranty, signed by manufacturer, agreeing to replace/repair, within warranty period, any inadequate and defective materials and workmanship, including leakage, breakage, improper assembly, or failure to perform as required, provided manufacturer's instructions for handling, installing, protecting, and maintaining units have been adhered to during warranty period. This warranty shall be in addition to the rights the Owner may have against the Contractor under the contract documents. Warranty periods shall be the minimum of:
 - 1 year on all parts and labor from date of completion, with the exception of:
 - 5 year warranty period on refrigeration compressors
 - 10 year warranty period on walk-in panels

*Include additional warranty in proposal.

T. TRAINING

1. Provide onsite training to kitchen management and staff on usage, care, functionality, and safety of system by 8/10/2023.

U. OTHER CONDITIONS

1. **Walk-in units may be manufactured by different companies to meet the deadline provided they are within specification, include detail in the proposal.**
2. Awarded vendor must be within a 60-mile radius of 3001 Crittenden Drive, Louisville, KY 40209. Offeror must have the ability to provide onsite service for all equipment when needed and have the ability to be onsite in an emergency within 90 minutes of notification.
3. A JCPS Inspector and Engineer will verify all work for completion before payment is issued. A Micron gauge refrigerant pulldown to a minimum of 500 microns is required to verify system is fully pulled down; a JCPS HVAC personnel will witness test. An appointment with JCPS HVAC must be scheduled to verify before proceeding.
4. Suggestion for new market trends and innovation regarding this proposal are welcome.
5. Coordinate with the Mechanical, General, and Electrical contractor assigned to each location to ensure all coolers/freezers are all operational by the substantial completion date.
6. JCPS and contractor will collaboratively work the startup checklist for each site and submit to project manager.

7. There is not specific order for demolition; coordinate with General Contractor for timeline.

8. All replacement units are to be operational by July 26, 2024.

V. PRICING

1. Pricing is to be broken down by each location and include time, material, labor, equipment, storage, and freight.

W. WORK SITE DAMAGES

1. Any Contractor caused damages to existing building, utilities, or equipment resulting from the performance of this contract shall be repaired to the District's satisfaction at the Contractor's sole expense.

X. CLEAN-UP

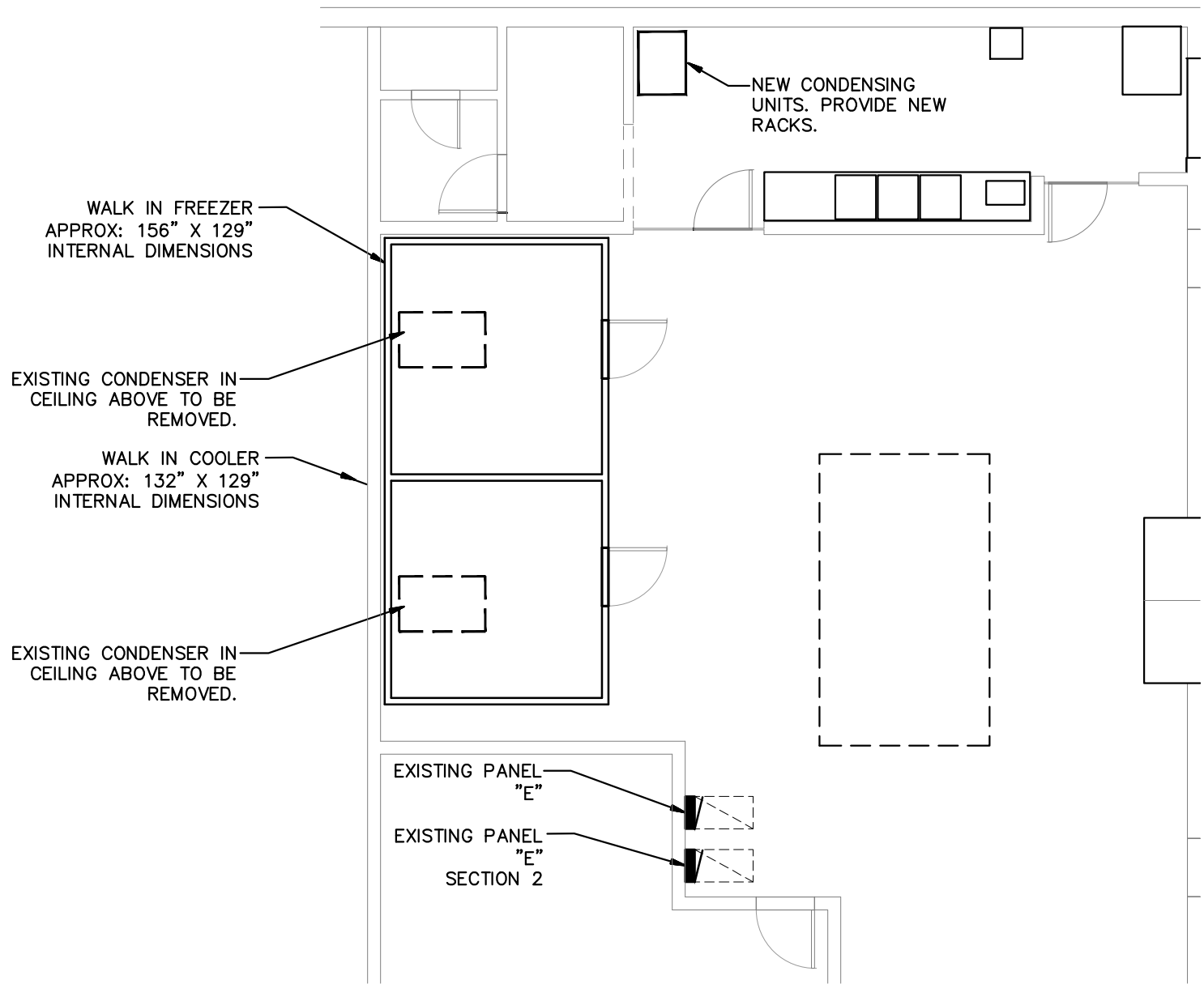
1. Upon completion of projects, Contractor shall remove and properly dispose of all waste and debris from the installation sites and JCPS properties. The Contractor shall be responsible for leaving the installation sites and staging areas clean and ready to use. All contract employees must adhere to JCPS health and safety guidelines.

Y. CONTRACTOR BACKGROUND CHECKS

1. The awarded Contractor will be responsible for ensuring their personnel assigned to perform duties on JCPS property have passed a criminal background check within the last 12 months. Such background check results shall be made available to JCPS upon request. All costs for background checks shall be borne by awarded Contractor.



**NOT FOR CONSTRUCTION - FOR INFORMATION
ONLY - RFP**



PHASE 42
FOR NEW & REPLACEMENT OF
FOOD SERVICE EQUIPMENT
VARIOUS LOCATIONS

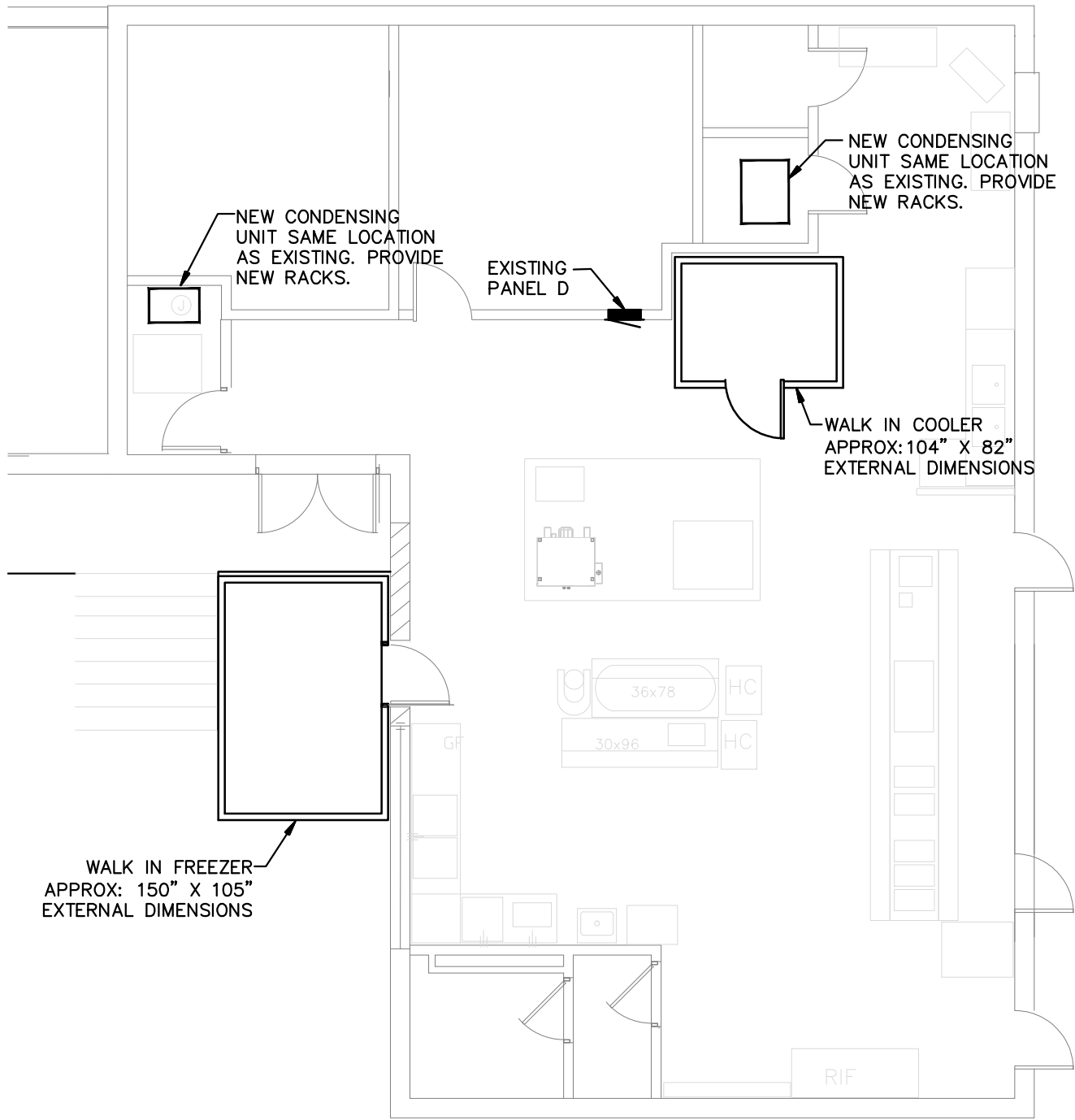
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**COCHRAN
ELEMENTARY
SCHOOL PARTIAL
KITCHEN PLAN**

sheet:

05

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PHASE 42
FOR NEW & REPLACEMENT OF
FOOD SERVICE EQUIPMENT
VARIOUS LOCATIONS

date:

**HAWTHORNE
ELEMENTARY
SCHOOL PARTIAL
KITCHEN PLAN**

sheet:

01



PHASE 42
FOR NEW & REPLACEMENT OF
FOOD SERVICE EQUIPMENT
VARIOUS LOCATIONS

date:

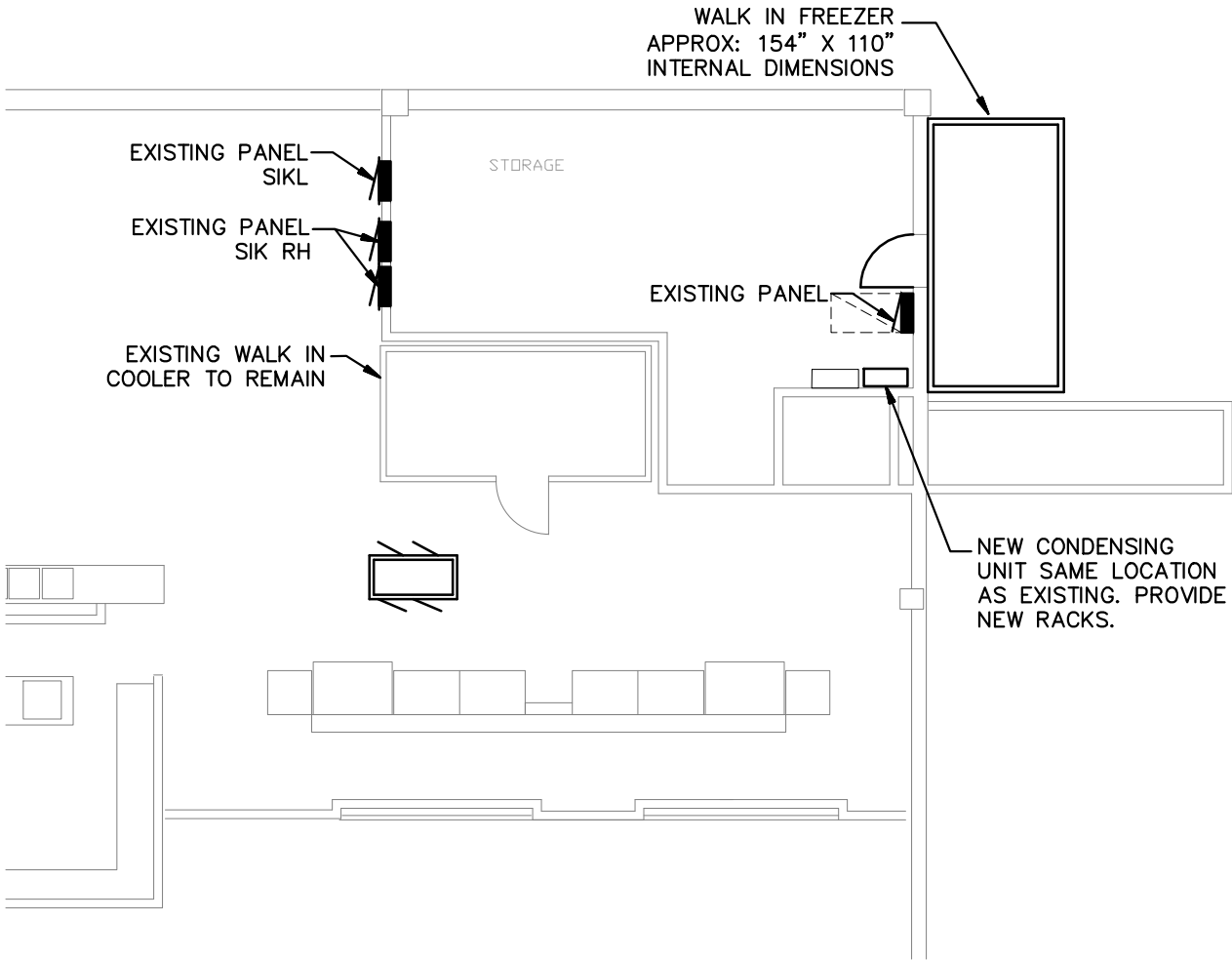
**JEFFERSONTOWN
HIGH SCHOOL
PARTIAL
KITCHEN PLAN**

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02

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PHASE 42
FOR NEW & REPLACEMENT OF
FOOD SERVICE EQUIPMENT
VARIOUS LOCATIONS

date:

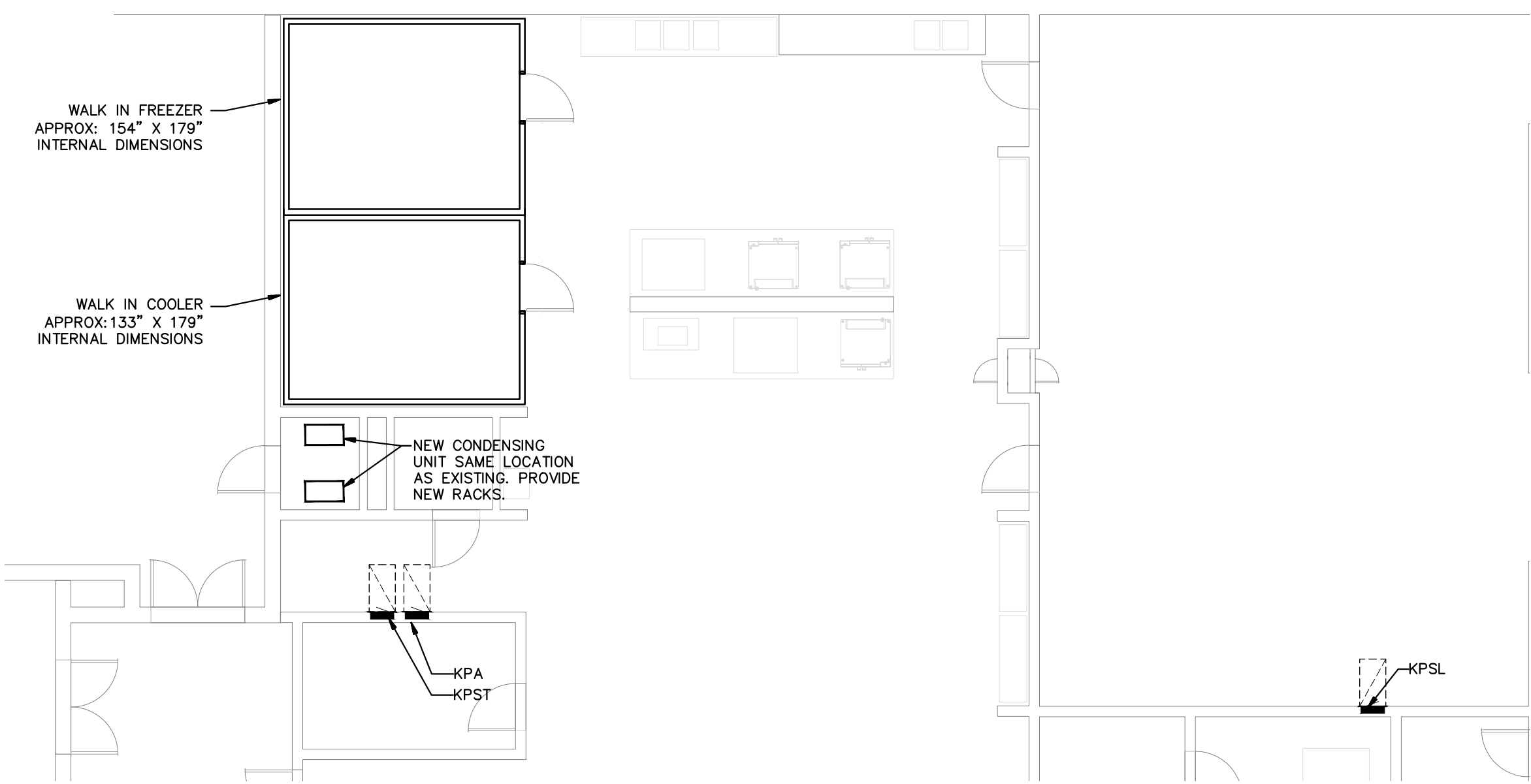
**NEWBURG
MIDDLE SCHOOL
PARTIAL
KITCHEN PLAN**

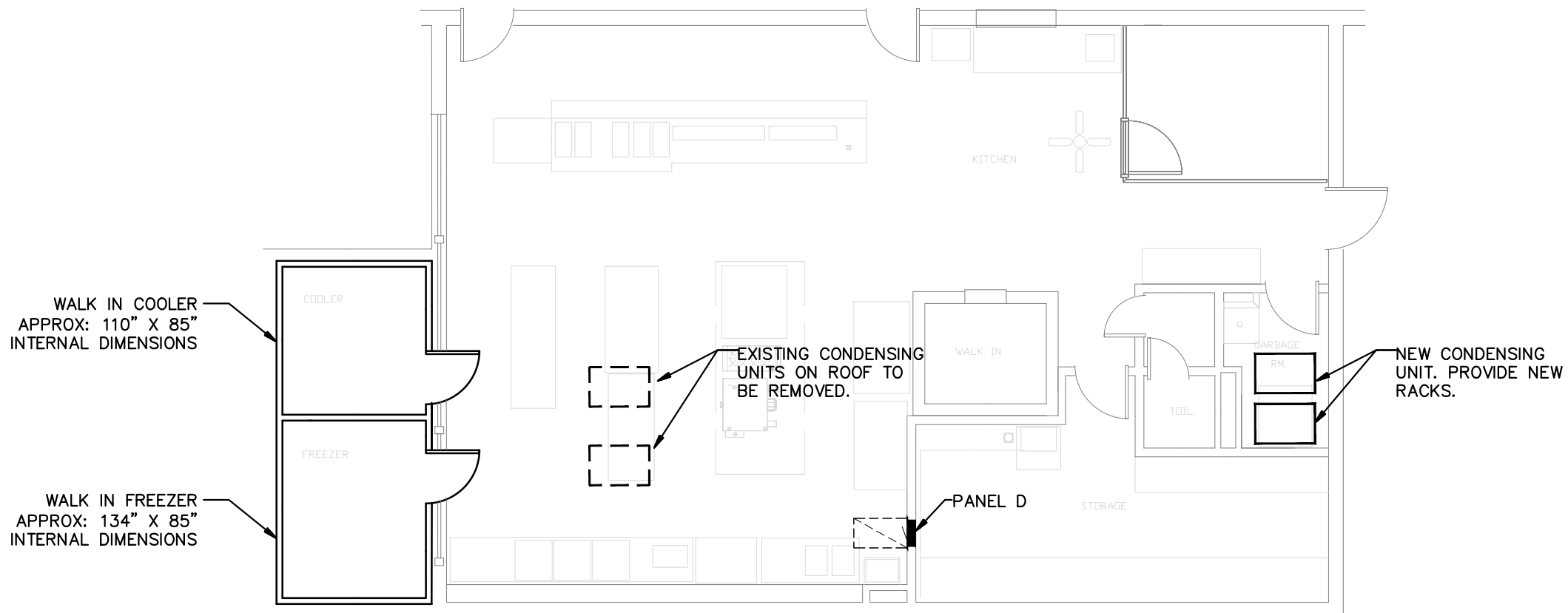
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03

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PHASE 42
FOR NEW & REPLACEMENT OF
FOOD SERVICE EQUIPMENT
VARIOUS LOCATIONS

date:

**WILDER
ELEMENTARY
SCHOOL PARTIAL
KITCHEN PLAN**

sheet:

04

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CERTIFICATE OF INSURANCE REQUIREMENT

Failure to submit the certificate of insurance with your response **MAY** subject your bid to rejection. The Individual/Vendor/Organization shall furnish a certificate of insurance in accordance with the requirements set forth below. Complete policy number and inception/expiration dates must be included. The Individual/Vendor/Organization 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 Jefferson County Public Schools 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:

The insurance required shall be written for no 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	\$2,000,000.00
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. **General/Commercial Liability: JCPS must be listed as additional insured**

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	\$ 20,000.00
b. Property Damage (Combined single limit)	\$ 1,000,000.00
c. Commercial bus vehicles (Combined single limit)	\$10,000,000.00

5. **Professional Liability/Errors & Omissions** (for architectural or construction management services)

a. Per occurrence	\$1,000,000.00
b. Annual aggregate	\$2,000,000.00

6. **Cyber:** \$5,000,000.00
 If the individual/vendor/organization has no PII for the students or staff the cyber insurance is not required.

Questions? Please call 485-3313 or email jill.sanford@jefferson.kyschools.us

PROPOSAL FORM

**COMPETITIVE NEGOTIATION FOR WALK-IN COOLER/FREEZER UNITS AND
INSTALLATION FOR VARIOUS SCHOOL CAFETERIAS**

TO: Wyatt Wynn
Director of Purchasing
Jefferson County Public Schools
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, KY 40209-1104

Attached to this **PROPOSAL FORM**, offeror is to outline his proposal including (but not limited to) the information requested on the following pages.

NO COSTS ARE TO BE INCLUDED ON THE PROPOSAL FORMS. THE COSTS ARE TO BE LISTED ON THE COST SCHEDULE FORMS.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Email Address of Proposer)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

* If this form is not signed bid **SHALL** be rejected.

RESPONSES

Provide an introductory letter giving a brief description of scope, limitations and exceptions (operational and equipment), and the extent of what is to be proposed.

Provide the following documentation:

1. Submit documentation providing the detailed design, descriptive literature, and specifications of your proposal.
2. Provide an installation timeline.
3. Provide three (3) references. These references must be previous customers of walk-in cooler/freezer unit installations Proposer has supplied and installed. Provide name of company, address, contact name, and phone number for all references.
4. Provide information outlining product warranty and warranty of installation.

VENDOR CHECKLIST

Please ensure that you have submitted each of the following documents with your response.

SUBMIT IN ADVANCE:

_____ Pre-Proposal Questions (Page 5)

SUBMIT VIA EMAIL to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as “Proposal”. Do not include any pricing on the PROPOSAL FORM.

- _____ Certificate of Insurance Requirement (Page 33)
- _____ Proposal Form (Page 34)
- _____ Responses (Page 35)
- _____ Completed Vendor Checklist (Page 36)
- _____ Resident Vendor Affidavit – if applicable (Page 37)
- _____ Required Vendor Information (Page 38)
- _____ Unique Entity Identifier (SAM) (page 39)
- _____ Vendor Representative Form (page 40)
- _____ Verification of Business Status Form (page 41)
- _____ Certification Regarding Lobbying (page 42)
- _____ Vendor Reference Form (Page 43)
- _____ Bidder must submit a current W-9 form with response

SUBMIT VIA EMAIL to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as “Quotation”.

- _____ Cost Schedule Cover Form (Page 44)
- _____ Cost Schedule Form with Pricing (Page 45)

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

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

If not claiming Kentucky residency status, sign here: _____

Purchasing/Bid Department
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209 Phone: (502)485-3543

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: _____

REQUIRED VENDOR INFORMATION

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)485-3543

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 **PURCHASE ORDER EMAILING ADDRESS**.

4. 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. _____

5. Provide a completed current W-9 Form with your response. Vendor name is ESM Solutions MUST match Items 1 and 2 on your W-9 Form.
6. Provide current DUNS number (info available at <https://fedgov.dnb.com/webform/>)

NOTES:

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

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

VENDOR REQUIRED UNIQUE ENTITY IDENTIFIER (SAM)

Your bid is subject to rejection if this form is left blank.

This number is required to be considered for bid award with JCPS:

Information regarding SAM requirement:

By **April of 2022**, the federal government will stop using the DUNS number to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (SAM) created in SAM.gov. They will no longer have to go to a third-party website to obtain their identifier. This transition allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government.

The Integrated Award Environment (IAE) manages several systems including SAM.gov, FPDS, eSRS, FSRS, CPARS and FAPIIS. Current SAM.gov registrants have already been assigned their Unique Entity Identifier (SAM) and can view it within SAM.gov. To learn more about this transition, please see the information below. Join and follow [our community on Interact](#) to be notified about the latest news and information about the upcoming Unique Entity Identifier (SAM) changes happening at IAE.

What Action Do I Need to Take?

If your entity is registered in SAM.gov today, your Unique Entity ID (SAM) has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The Unique Entity ID is currently located below the DUNS Number on your entity registration record. Remember, you must be signed in to your SAM.gov account to view entity records. To learn how to view your Unique Entity ID (SAM) [go to this help article](#).

Refer to the [Guide to Getting a Unique Entity ID](#) if you want to get a Unique Entity ID (SAM) for your organization without having to complete a full entity registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete an entity registration. Your entity may only need a Unique Entity ID (SAM).

If you operate a system that connects with IAE systems, documentation about using APIs to access SAM.gov is found at [open.GSA.gov](#). The latest version of FPDS ATOM feed includes the Unique Entity ID. FPDS released a crosswalk to populate the Unique Entity ID in contract actions in agency systems.

When will the Unique Entity Identifier (SAM) be viewable in IAE systems?

If your entity is registered in SAM.gov today, you already have your Unique Entity ID (SAM) and it is viewable in SAM.gov. This includes inactive registrations.

GSA is preparing all IAE systems (SAM.gov, FPDS, FAPIIS, etc.) to display, accept, and/or assign the new Unique Entity ID.

<https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>

Retrieved 3/29/2022

VENDOR REPRESENTATIVE FORM

PROPOSAL NO. 3129

Please complete this form and electronically attach it to your bid in ESM Solutions. Failure to submit the Vendor Representative Form with your response MAY subject your bid to rejection.

Purchasing/Bid Department
C. B. Young, Jr. Service
Center3001 Crittenden
Drive Louisville, Kentucky
40209
Phone: (502)485-3167

VENDOR/COMPANY NAME: _____

PHONE NO.: _____ FAX NO.: _____

LOCAL REPRESENTATIVE (CONTACT PERSON) INFORMATION:

NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

IN THE EVENT OF BID AWARD, CONTRACT TO BE MAILED TO:

NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

VERIFICATION OF BUSINESS STATUS FORM

The Jefferson County Public Schools is requesting your company supply the following information:

Is your company Minority-Owned (MBE)?*	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company Woman-Owned (WBE)?*	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company a Service-Disabled Veteran-Owned Business (SDVOB)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company owned and operated by a person(s) with a disability (HBE)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

*To be recognized as an MBE or WBE a Contractor must be at least 51% owned, operated, and controlled by one or more minorities or females who are either U.S. citizens or lawful permanent residents.

**To be recognized as a SDVOB or HBE a Contractor must be at least 51% owned, operated, and controlled by one or more individuals with a disability or service disabled veterans who are either U.S. citizens or lawful permanent residents.

ATTENTION: This completed form must be submitted with your bid.

Name of Company: _____

Street Address: _____

City: _____ Zip Code: _____

Signature: _____

Printed Name: _____

Official Title: _____

Phone Number: _____ e-mail: _____

Revised 2/28/2019

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

NAME OF AUTHORIZED REPRESENTATIVE: (PRINT) _____

TITLE: _____

(SIGNATURE)

(DATE)

*****NOTICE TO ALL BIDDERS*****

THIS FORM MUST BE COMPLETED, SIGNED BY AN AUTHORIZED REPRESENTATIVE AND RETURNED TO JCPS.

VENDOR REFERENCES

PROPOSAL NO. 3129

Please complete this form and electronically attach it to your bid in ESM Solutions. Failure to submit the Vendor References with your response MAY subject your bid to rejection.

Purchasing/Bid Department
C. B. Young, Jr. Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209

Phone: (502)485-3167

LIST REFERENCES (PRESENT CUSTOMERS), GIVING NAME OF COMPANY, COMPLETE ADDRESS, PERSON TO CONTACT, PHONE NUMBER AND HOW MANY YEARS SERVICING THIS ACCOUNT.

VENDOR NAME _____

1. _____

_____(Contact Person)

(Telephone Number)

(No. of Years)

2. _____

_____(Contact Person)

(Telephone Number)

(No. of Years)

3. _____

_____(Contact Person)

(Telephone Number)

(No. of Years)

C O S T S C H E D U L E C O V E R F O R M

COMPETITIVE NEGOTIATION FOR

WALK-IN COOLER/FREEZER UNITS AND INSTALLATION FOR VARIOUS SCHOOL CAFETERIAS

TO: Wyatt Wynn
Director of Purchasing
Jefferson County Public Schools
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209-1104

These Cost Schedule Forms shall be used in submitting a quote for the services listed herein. Copies will be furnished upon request by the authority issuing the Contract Documents.

THE COST SCHEDULE FORMS ARE TO BE SUBMITTED AS A QUOTATION.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

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

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

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

* If this form is not signed bid **SHALL** be rejected.

C O S T S C H E D U L E F O R M

Notes: The bid shall be awarded to the best evaluated offeror submitting a proposal meeting all specifications and conditions as outlined in this request for proposal.

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.

This form is to be used to submit pricing information. It must be in a separate email from the rest of the submission. Cost is reviewed in the second phase of the evaluation process.

Provide cost for each location below. This cost must include all costs associated with the manufacturing, delivering, installing, and all other aspects of the project as specified in the RFP and contract

Cochran Elementary	Interior walk-in cooler/freezer combo	\$ _____
Hawthorne Elementary	Exterior walk-in freezer/ Interior walk-in cooler	\$ _____
Jeffersontown High	Exterior walk-in freezer	\$ _____
Newburg Middle	Interior walk-in cooler/freezer combo	\$ _____
Wilder Elementary	Exterior walk-in cooler/freezer combo	\$ _____