



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

**REQUEST FOR PROPOSAL**

**#3062**

**COMPETITIVE NEGOTIATION**

**FOR**

**FOOD SERVICE SANITATION SYSTEM**

**PROPOSAL RETURN DATE:**

**THURSDAY, OCTOBER 13, 2016**

**TIME: 11:00 A.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 (enclosed in a separate envelope) 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. Jefferson County Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are on file in the Purchasing/Bid Department, Jefferson County Public Schools and may be picked up between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. 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, Louisville, Kentucky 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary to provide the proposed food service sanitation system.
- 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](http://www.jefferson.kyschools.us) prior to the date and time specified for opening.

### ARTICLE 2 - PRE-BID QUESTIONS

- 2.1 Questions shall be submitted in writing or via email to Ken Popplewell, Director of Purchasing/Bids ([purchasingbids@jefferson.kyschools.us](mailto:purchasingbids@jefferson.kyschools.us)) no later than 4:00 p.m., September 9, 2016. All questions and responses will also be posted on the website where this proposal is displayed by 5:00 p.m., September 13, 2016.

### ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **11:00 a.m., Eastern Time, Thursday, October 13, 2016**. 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 Proposals must be mailed or delivered on or before the RFP opening date to Ken Popplewell, Director of Purchasing, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209, in special envelopes supplied with this Request for Proposal.

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 Submit one (1) original and five (5) copies of the proposal. Information must be labeled and submitted in the order identified in the RFP.
- 4.3 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.

### 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 in the small envelope furnished with this RFP.

- 5.4 The **PROPOSAL FORM** outlining the materials and services to be furnished is to be submitted in the large envelope furnished with this RFP. **Do not include any pricing on the PROPOSAL FORM. If included this will be grounds for rejection.**
- 5.5 The small sealed envelope may be placed inside the large envelope. **Vendors may supply generic envelopes. Each should be marked “Proposal” (Large) or “Quotation” (Small).**
- 5.6 All prices and quotations must be in ink or typewritten. No pencil figures or erasures 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.
- Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.7 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. A facsimile signature **must** be initialed in ink.

#### ARTICLE 6 - TELEGRAPHIC OR FACSIMILE QUOTES

Telegraphic or facsimile quotes are prohibited; any and all bids received electronically shall be considered a non-responsive quotation. Submittals (other than pricing) may be accepted by facsimile or email.

#### ARTICLE 7 - 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 8 - AWARD OF CONTRACT

- 8.1 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 will 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.
- 8.2 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 9 - 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 10 - 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 offeror.

1. Quality and Convenience of Cleaning Materials	20 pts.
Method of dispensing product/packaging	
Effectiveness of cleaning product	
Product appropriateness for School Food Service Environment	
2. Quality of References and Contacts	20 pts.
References/Length of relationship/Number of other school districts	
3. Service	15 pts.
Food Safety/HACCP monitoring program	
4. Training Resources	15 pts.
Training Programs, documentation and certification	
5. Quality of Presentation	5 pts.
Commitment/Preparedness for multi-site training and response plan	
Familiarity with School Food Service Environment	
Knowledge of OSHA Guidelines	
6. Total Cost of Program	25 pts.
<b>TOTAL POINTS</b>	<b>100</b>

**ARTICLE 11 - PERIOD OF CONTRACT**

The actual period of the contract will be from January 1, 2017 or date of Board approval (whichever is later) through June 15, 2018, with three (3) biennial renewals at the option of both parties.

**ARTICLE 12 - DISCUSSION OF PROPOSALS**

- 12.1 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.
- 12.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 12.3 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 13 - TREATMENT OF PROPOSALS**

- 13.1 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.
- 13.2 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 14 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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 15 - INTERPRETATION OR CORRECTION OF RFP'S

- 15.1 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.
- 15.2 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 16 - ADDENDA

- 16.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 16.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.
- 16.3 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.
- 16.4 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 17 - RIGHT TO REJECT

- 17.1 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.
- 17.2 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 18 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 18.1 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.
- 18.2 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 19 - CONFIDENTIAL DATA

- 19.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 19.2 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 20 - ACCEPTANCE BY BOARD

- 20.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 11.
- 20.2 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.
- 20.3 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.
- 20.4 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 21 - 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 22 - 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 23 - PRICES

Prices quoted herein are to remain firm for the period of the contract. (See ARTICLE 11.)

ARTICLE 24 - 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 25 - 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 26 - 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 27 - TAXES

27.1 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.

27.2 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.

27.3 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 28 - NON-DISCRIMINATION

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

- 28.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, 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.
- 28.2 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.
- 28.3 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 29 - 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 Kentucky Office for Minority Business Enterprises, 2316 Capitol Plaza Tower, Frankfort, Kentucky 40601, or Office of Equal Opportunity Contract Compliance, New Capitol Annex Building, Frankfort, Kentucky 40601.

ARTICLE 30 - 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 31 - REIMBURSEMENT/COSTS

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

ARTICLE 32 - 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 33 - 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.

ARTICLE 34 - TERMINATION

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

ARTICLE 35 - EXCLUSIVITY

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

ARTICLE 36 - 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 37 - PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items on this list -- within 48 hours -- shall be considered a default.

A successful bidder must have proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

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

ARTICLE 38 - 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 39 - 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 40 - 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 41 - 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 PURCHASE OF GOODS

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

## WITNESSETH:

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

## ARTICLE I

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

## ARTICLE II Definition of Goods

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

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

## ARTICLE III Cost

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

## ARTICLE IV Modification

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

## ARTICLE V Delivery

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

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

## ARTICLE VI Inspection and Quality of Goods

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

## ARTICLE VII Board's and Seller's Remedies

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

## ARTICLE VIII Termination for Default

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

- A. If the Seller fails to make proper delivery of any of the goods described within the time specified in the purchase order or any agreed extensions thereof; or
- B. If the seller fails to furnish acceptable goods of a quality which shall pass without objection in the Seller's trade or business.  
Upon the Seller's default as set forth above, the Board's agent shall give written notice of default to the Seller. Subsequent to the issuance of notice of default, the Board shall allow Seller a reasonable length of time, not to exceed the ten (10) working days, within which to cure said default. Should the Seller thereupon fail to cure said default, the Board shall issue a written order of termination, at which time the Seller shall make no further deliveries and shall not honor any of the purchase orders previously issued by the Board, except those purchase orders which are reaffirmed in the order of termination.
- C. 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".
- D. 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.
- E. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not be limited to, the public enemy, actions of the Government of the United States or the Commonwealth of Kentucky in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case, the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the inability of the Contractor to obtain materials or goods essential to the performance defined in Article II of this Contract, from the Contractor's usual source, the Contractor shall not be liable for any excess costs for failure to perform, unless such materials or goods were obtainable from other sources in time to permit the Contractor to meet its required schedule.
- F. 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 or claims.
- G. 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.
- H. 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 PURCHASING STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

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

C. IT IS A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR HIGHER TIER CONTRACTOR 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 solicitation and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

C. The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

**ARTICLE XIII  
Indemnification**

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

**ARTICLE XIV  
Board Administrator**

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

**ARTICLE XV  
Article Headings Not Controlling**

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

**ARTICLE XVI  
Address for Notices and Reports**

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

**ARTICLE XVII  
Entire Contract**

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

**ARTICLE XVIII  
Severability**

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

**ARTICLE XIX  
Governing Law**

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

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

JEFFERSON COUNTY BOARD OF EDUCATION

By \_\_\_\_\_  
KEN POPPLEWELL  
(Title) DIRECTOR OF PURCHASING

\_\_\_\_\_  
CONTRACTOR  
By \_\_\_\_\_  
(Title) \_\_\_\_\_



**Certifications and Assurances**

The United States Department of Agriculture (USDA) requires vendor(s) awarded contract(s) on National School Lunch Program (NSLP), National School Breakfast Program (NSBP) or associated Nutrition Services contract to certify and assure that they will comply with all of the applicable requirements of items 1-13 as listed below. Vendor(s) also agree these items may be amended from time to time, including adding appropriate provisions to all contracts between JCPS and for-profit Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (9) Retention of all required records for five (5) years after grantees or subgrantees make final payments and all other pending matters are closed.
- (10) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 740-7671q), and the Federal Water Pollution Act amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (Contracts, subcontracts, and subgrants of amounts in excess of \$150,000).
- (11) 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).
- (12) If the contract is over 100,000, the Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Form SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the **{insert name of contracting entity}**.



**CERTIFICATE OF INSURANCE REQUIREMENT**

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

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

**INSURANCE REQUIREMENTS:**

**CONTRACTOR’S LIABILITY INSURANCE:**

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

1. Workers Compensation:
  - a. State Statutory
  - b. Applicable Federal (e.g. Longshoreman’s) Statutory
  - c. Employer’s Liability \$100,000.00
  
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor’s Protection; Product Liability and Completed Operations; Broad Form Property Damage):
  - a. General Aggregate (Except Products-Completed Operations) \$2,000,000.00
  - b. Products-Completed Operations Aggregate \$1,000,000.00
  - c. Personal/Advertising Injury (Per Person/Organization) \$1,000,000.00
  - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
  - e. Limit per Person Medical Expense \$ 5,000.00
  - f. Exclusions of Property in Contractor’s Care, Custody or Control will be eliminated.
  - g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.
  
3. Contractual Liability:
  - a. General Aggregate: \$2,000,000.00
  - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
  
4. Automobile Liability: (Commercial Vehicles)
  - a. Bodily Injury (Combined single limit) \$ 20,000.00
  - b. Property Damage (Combined single limit) \$1,000,000.00
  - c. Commercial Buses \$10,000,000.00
  
5. Professional Liability (for architectural or construction management services)
 

Per occurrence	\$1,000,000.00
Annual aggregate	\$2,000,000.00
  
6. Cyber Insurance: (If contractual requirement exists.) \$5,000,000.00

(Per 702 KAR 4:160. Capital construction, sections 4 & 5) Revised 1/4/16

**SPECIFICATIONS**  
**FOOD SERVICE SANITATION SYSTEM**

**Service Specifications:**

Offerors shall provide:

A complete Food Service Sanitation System with materials composed of personnel instruction and documented training including, color coded Safety Data Sheets (SDS), mixing and use posters, management and inventory control system for all materials provided, and a documented routine reporting system for Food Service management. As an integral part of this proposal, respondents are to attach a syllabus of their proposed service program including: schedule of routine training to each individual school site and the Nutrition Service Center central kitchen (each site is to be serviced a minimum of every 6 weeks during the school year), training material including topics of proper cleaning procedure for food and nonfood contact equipment, chemical mixing and portion control (indicating color coding), sanitizing techniques, food safety and loss prevention, outlines, copies of all cafeteria use forms, documentation reports and copies of proposed control forms and reports for management use. Additionally, materials and samples of required dispensing equipment and/or bottles (displaying permanently screened OSHA compliance data) shall be submitted at time of presentation and subsequently made available to sites at no additional cost.

**Vendor Service Requirements:**

- Initial and ongoing site-based sanitation and safety in-service training. In-service visits every two weeks during initial training period or as needed and or requested by site manager, consultant or coordinator. Initial training period should be for a period that is not less than one month, ongoing training to be provided at least every six weeks, or monthly, during the school year. Training that is applicable toward the School Nutrition Association (SNA) Professional Standards Requirement is preferred.
- A computerized food safety and sanitation audit for each site visit incorporating Jefferson County Public Schools (JCPS) Nutrition Services HACCP Processes approved by the Coordinator is to be conducted during each site visit. An electronic report for each site is to be sent to the Coordinator within 7 days of completion. Reports shall include date and time spent at each site, non-compliance observations, and a brief description of the training and services provided. Observations of critical deficiencies are to be submitted to the Coordinator immediately.
- Provide a quarterly and annual Food Safety/HACCP summary to the Coordinator.
- An implementation of complete program to each site shall be completed within thirty (30) working days of bid award. The vendor shall provide a system "Go-Live Plan" that minimizes the impact on the District's day-to-day operations. The vendor must detail plans for staging and rolling out the system including parallel operation with existing systems as to not incur a disruption in operations. The District will assist the vendor in executing the roll-out. The plan shall include sufficient support staff to ensure business continuity with no interruption to SCNS activities.
- Awarded vendor shall provide direct delivery to each site of cleaning items, training material, etc.
- Awarded vendor representative shall ensure all necessary Safety Data Sheets (SDS) for all products are posted in each site in accordance with OSHA's Hazardous Communications Act. Awarded vendor representative shall ensure all mixing/usage cards, charts and other instructional materials are posted throughout the food service area.
- Awarded vendor representative MUST be certified to teach both National Restaurant Association ServSafe Manager and Employee courses. Successful bidder must submit a copy of certifications.
- Awarded vendor representative MUST have U.S. Department of Labor 30 hour OSHA Awareness Training Certification and be qualified to teach the five (5) OSHA Mandates. Successful bidder must submit a copy of certification.
- All charts, posters, instructional materials, support materials, bottles, containers, etc. shall be in English and Spanish. All equipment shall also be labeled with instructions in the before-mentioned languages.
- Qualifying vendor shall have as an integral part of the program an inventory management system which shall maintain inventory supplies of all needed materials delivered to sites without need of additional purchase orders, requisitions, or receiving tickets by the district. Vendor shall maintain par levels adequate for individual site needs.
- Awarded vendor shall agree to a 48 hour response time to any location with re-supply needs or technical needs.

## Specifications - Cont.

### **Presentation:**

All qualifying bidders shall give a product and training presentation to the **Jefferson County Nutrition Service Department** for evaluation of the service program after bid opening as scheduled by Coordinator of Equipment, Specifications, and Procurement. All samples furnished at presentation shall be free of expense to the Board. If not destroyed or consumed in testing or evaluating, samples may be picked up or returned at bidder's expense. Any samples not picked up or returned to the bidder after thirty (30) days become the property of the Board.

### **Material Specifications:**

#### **Manual Cleaning**

Awarded vendor shall provide the appropriate quantities of the various bulk and premeasured concentrated liquid detergents, low foaming detergent to be used with agitator sink, sanitizer, powdered laundry detergent, powdered stain remover, and oven cleaner needed for the program. These are to be readily available for individual distribution and easily opened for use. Package labeling must exhibit clear dilution and use directions in English and Spanish. Respondents to proposal shall specify proportions to be mixed with water under normal usage. Detergents must dilute instantly in hot or cold, and medium, hard or soft water. Products shall make a solution that leaves no film, or residue, and shall not stain or discolor equipment when used at recommended proportions.

#### **Hand Care**

Awarded vendors must provide to all schools, **at no additional cost**, a total hand care program to include: USDA approved hand soap, medicated barrier cream, wall charts indicating proper hand washing procedure at each hand sink (including restroom), and dispensing equipment. Product must be anti-microbial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of a scrubber and solvents. Product unscented or lightly scented.

#### **Warewashing**

Awarded vendor shall provide a total high temperature mechanical dish machine chemical program including de-liming agents, wall charts and technical bulletins, and appropriate SDS sheets. Site-based training on equipment, proper operation and maintenance of the dish machine to include proper racking, de-liming, appropriate workflow, sanitary loading and unloading and maintenance checkpoints shall be included in the program. Chemical dispensing equipment shall be loaned to the district at **no charge**. Service calls shall be performed every six weeks or monthly during the school year. A comprehensive service checklist shall be performed on each visit and submitted as part of the service report. The checklist shall include a survey of both mechanics and procedures of the dishroom. Vendor shall notify management of any deficiencies in sanitation.

#### **Disposable Gloves**

Awarded vendor shall provide a complete disposable glove program based on the needs of the district. Gloves provided shall include both vinyl and poly, non-powdered, latex free, and available in multiple sizes for each site. Gloves to be made with component materials rated for food processing and comply with 21 CFR for food contact. As part of the program all staff will receive on-site training related to proper use of disposable gloves. Training to include review of FDA Food Code application related to disposable glove use, change frequency, cross contamination prevention, hand washing and other topics related to proper glove use and "best practices".

#### **Enzyme**

Awarded vendor shall provide a complete enzyme drain maintenance program. Enzyme shall be specifically designed to break down waste generated from a food service operation to prevent drain clogging and odor elimination. Vendor shall provide dispensing equipment at **no cost**. Vendor shall be responsible for maintenance of equipment and training of staff as it relates to proper operation of equipment. Service reports shall be generated after each service which is to occur at minimum of every six weeks or monthly.

#### **Mop System**

Awarded vendor shall provide a flat mopping system for all sites. Mop handles, heads, buckets, ringers shall be provided to all sites. Repairs to mops if applicable are to be made on site during routine visits. A color coded system determined by the Coordinator shall be available to identify those mops used for tables vs. mops used for floors.

## Specifications - Cont.

### Combi Cleaners/Rinse

Awarded vendor shall provide a complete combi cleaning program that includes cleaner, rinse, descale, and delimer. These are to be distributed in bulk. Chemical type and quantity is dependent on site's oven specifics and quantity. Site-based training on chemical usage and proper cleaning techniques shall be included in the program. Products shall make a solution that leaves no film or residue, and shall not stain or cause rust or discolor equipment when used at recommended proportions.

### Materials/Ancillary Items Vendor To Provide:

- Awarded vendor shall provide SDS sheets, temperature logs, procedures for cleaning materials, charts, posters and any training materials pertinent to employee training and follow-up. Materials are to be protected so they cannot be damaged by water/food debris and are easily cleanable. Materials are to be posted throughout the food service area in the applicable locations. Adhesive or method to secure posters, etc., at each site must be provided.
- Awarded vendor shall provide notebooks, binders and any materials deemed necessary for proper documentation and training for each site.
- Awarded vendor shall provide pac cutters, sanitizer test kits, oven scrapers, spray bottles, dispensing equipment, protective gloves and goggles as needed, including re-supply throughout the program but not to exceed six (6) of each type per school year per each site location. After the six (6) have been expended it is the decision of the vendor to provide additional quantities at no additional cost.
- Awarded vendor shall ensure all bottles, containers and dispensing equipment have OSHA compliant labeling.
- Awarded vendor shall provide an internet based English and Spanish training module, which shall include quick training that encompasses all the facets of the program (including mixing chemicals properly) to the Food Service Department to be used for continuous training and retraining of staff and new employees. These videos shall not replace the personalized training provided by the service personnel.
- The amounts of support material for each site shall be mutually agreed upon before the start of service program.
- Awarded vendor to provide procedure and reference manual covering the mixing, use and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools and task list.

### Other

- Awarded vendor to provide after the implementation period, a detailed schedule of all service call times and dates for each site for the entire school year.
- All the "said materials", i.e. charts, booklets, videos, support material, etc., shall be submitted to the Food Service Department at the time of Proposal submission for review and qualification.
- Service shall also be continued for all sites in operation for summer feeding program.
- Awarded vendor must provide a minimum of three (3) references (submitting contact person, title, email address, phone number) from school districts or learning centers from within this state where the vendor has the program in use. Give the length of each relationship and type of services provided. Each reference must be from a different school district or learning center.
- Awarded vendor shall be sole contractor and shall fulfill all items and requirements of the proposal. No sub-contractors shall be allowed.
- JCPS School and Community Nutrition Services reserves the right to add or delete site locations at any time during the contract period.

### Pricing

The price quoted shall be for delivery of the specified Sanitation System on a **Set Annual Cost** basis. Monthly service billings shall be based on the annual cost divided by ten and billed in equal installments from date of award.

## Specifications - Cont.

### Product Details

#### Manual Cleaning Product/Materials Specifications

Awarded vendor shall provide the following products as specified below.

#### **All Purpose Cleaner (For floor cleaning and spray applications):**

To be used with manual and/or machine cleaning methods. To be low sudsing, easy to rinse detergent. Product to be biodegradable. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must dilute in hard or soft water. Chemical composition: concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders. Pleasant scent. Approximate PH:  $9.8 \pm .3$  in solution. Must be portion packed in easy to handle packaging. **SFSPac5 or equal.**

#### **Multi-Purpose Degreaser (For degreasing floors and spray applications):**

To be used for heavy duty cleaning, degreasing of floors, food service equipment and other difficult to clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate PH:  $7.2 \pm .3$  in solution. Must be portion packed in easy to handle packaging. **SFSPac30 or equal.**

#### **Cleaner Degreaser**

To be used for heavy duty cleaning, degreasing of floors, food service equipment and other difficult to clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Contains water soluble solvents to enhance cleaning. Packaged in 1 gallon easy-to-use containers. Smart System Cleaner Degrease or equal.

#### **Pot and Pan Detergent:**

Multi-purpose compound for medium, soft or hard water that shall cut grease and clean pots and pans. A pre-measured liquid compound is required. The compound should not cause irritation to hands. Product shall demonstrate excellent grease cutting ability, removal of excess cooked on foods and have sustaining sudsing ability. Product must have pleasant fragrance. Must be portion packed in easy to handle packaging. **SFSPac 15 or equal.**

#### **Low Foaming Pot and Pan Detergent:**

Low Foaming compound for medium, soft or hard water that shall cut grease and clean pots and pans to be used in agitator sinks. A pre-measured liquid compound is required. The compound should not cause irritation to hands. Product shall demonstrate excellent grease cutting ability, removal of excess cooked on foods and have sustaining sudsing ability. Product must have pleasant fragrance. Must be portion packed in easy to handle packaging. **SFSPac 14 or equal.**

#### **Pot and Pan Detergent**

Concentrated multi-purpose compound for medium, soft or hard water shall cut grease and clean pots and pans. A mixture of emulsifiers, natural degreaser, and wetting agents designed to remove kitchen soils from dishes, glasses, pots, pans, and utensils. The compound shall not cause irritation to hands. Removes soils and holds it in suspension for streak-free rinsing. Product shall demonstrate excellent grease cutting ability, removal of excess cooked on foods and have sustaining sudsing ability. Product must have pleasant fragrance. Packaged in 1 gallon easy-to-use containers.

**SS Pot & Pan Detergent or equal.**

#### **Sanitizer (Quaternary Solution – no chlorine):**

Concentrated liquid blend of quaternary ammonium compounds. Must be EPA registered. Product to be biodegradable and must dilute in hard or soft water. Provide active quaternary sanitizer equivalent to 50-ppm available chlorine. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate PH:  $7.2 \pm .4$  in solution. Must be portion packed in easy to handle packaging. **SFSPac17 or equal.**

## **Specifications - Cont.**

### **Sanitizer (Quaternary Solution – no chlorine):**

Used to sanitize food and nonfood contact equipment. Concentrated liquid blend of quaternary ammonium compounds. Must be EPA registered. Product to be biodegradable and must dilute in hard or soft water. Provide active quaternary sanitizer equivalent to 50-ppm available chlorine. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Packaged in 1 gallon easy-to-use containers. **Smart System Q-rinse or equal.**

### **Disinfectant-Cleaner-Detergent (no chlorine):**

Compound used for medium, soft or hard water, to disinfect equipment, surfaces and floors used for food processing. Effective against bacteria, fungi, virus and H1N1 presence. May be used in a mop bucket, hand pump trigger, low pressure coarse sprayer or sponge. Packaged in 1 gallon easy-to-use containers. **Smart System Sani-Clean or equal.**

### **Germicidal Detergent (For Cleaning and Disinfecting):**

To be concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram negative organisms including antibiotic resistant staphylococcus. To clean all surfaces including those that are resilient. To rid odors by removing odor forming bacteria. To leave no masking or cover up odor. To be biodegradable and equal to EPA registration No. 8722-1, USDA list Category D-1. Product shall make a clear, soluble solution that shall leave no film or residue and shall not stain or discolor when used at recommended proportions. Must be portion packed in easy to handle packaging. **SFSPac20 or equal.**

### **Powdered Laundry Detergent:**

The product shall be consumer grade, powdered detergent with bleach for enhanced removal of stains and soils. To contain 15 to 40 % sodium carbonate, 7 to 15% linear alkyl benzene sulfonate and .1 to 1% subtilisin, pH 10.6. Must be in bulk box, with dispensing scoop, labeled with manufacturer's name, product brand and instructions for use and any precautionary instructions needed. **Tide with Bleach or equal.**

### **Powdered Stain Remover:**

The product shall be concentrated stain remover designed to remove stains of coffee pots, tea urns, and stained surfaces such as cutting boards. To contain sodium percarbonate, pH 10.0. Product to be provided with manufacturers' name, product brand and instructions for use and any precautionary instructions needed. **Oxybright brand or equal.**

The above listed products are to be packaged as indicated. Product to be easily opened. Package labeling must exhibit clear directions in English and Spanish. Specific proportions must be listed regarding the product mixing with water under normal usage. Products must dilute instantly in hot or cold water, soft or hard water. Products shall make a solution that leaves no film or residue and shall not stain or discolor equipment when used in the recommended use and proportions. All products shall have a neutral or non-toxic odor. Products must be biodegradable, non-toxic and safe for use around food service preparation, serving, storage and dining areas.

## **Hand Care Products/Materials Specifications**

### **Liquid Foaming Hand Soap:**

Product must be a hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must prevent excessive swelling of the skin. Must maintain the skin's natural protective acid mantle, which serves to protect it from bacterial or fungal infection. Must be a clear viscous liquid, pH 5 to 8. Must comply with all current FDA regulations for cosmetic and/or over the counter drug products. Must be packaged in ready-to-use containers that are used in conjunction with a dispenser. Product shall be unscented or lightly scented.

**Gojo brand or equal.**

### **Protective Barrier Cream:**

Product to be a water repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly or unscented, fatty, silicone free cream of the water in oil emulsion type. Product to be packed in individual portion packets or easy to use tubes. **DuraPro or equal.**

### **Disposable Thermometer Sticks:**

To be used to monitor dish machine rinse water. 170°F (77°C); Easy to read. Stick can be saved as a permanent part of HACCP records. **SMART Stick #170T or equal.**

## **Specifications - Cont.**

### **Warewash Cleaning Product/Materials**

The vendor shall provide the following detergents as specified below.

#### **Disposable Thermometer Sticks:**

To be used to monitor dish machine rinse water. 170°F (77°C); Easy to read. Stick can be saved as a permanent part of HACCP records. **SMART Stick #170T or equal.**

#### **High Temp Dish Detergent:**

ALUMINUM-SAFE METAL CLEANING DETERGENT CAPSULE. Especially formulated for commercial food service operations to emulsify heavily soiled dishes. Packaged in 1 gallon easy-to-use containers. **Smart System Envirowash or equal.**

#### **High Temp Rinse Additive For Use In Rinse Injections:**

Reduces surface tension causing water droplets to form a continuous water film that sheets off leaving a spot and streak free surface. Packaged in 1 gallon easy-to-use containers. **Smart System Rinse Additive or equal.**

#### **Rinse Additive:**

Additive shall allow dishes and trays to dry faster and eliminate potential bacteria buildup from storing wet dishes or towel drying.

Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions.

#### **Lime Scale Remover:**

Removes lime, food film and scale from stainless steel, aluminum, ceramic, glass and plastic surfaces and equipment in food processing operations. Packaged in 1 gallon easy-to-use containers.

#### **Disposable Gloves:**

Disposable Powder Free Vinyl Gloves shall meet USDA and FFDCA standards (21 CFR for use in Food Processing). Disposable powder free vinyl gloves are to be free of latex and proteins to which some users may be sensitive. Multiple sizes shall be provided. **Tradex or equal.**

Disposable Cast Polyethylene Gloves shall be 100% latex free and be rated for food processing as well. Multiple sizes shall be provided. **Tradex or equal.**

#### **Enzyme Drain Treatment:**

Enzyme specially formulated to digest organic matter. To contain no hazardous or corrosive material, pH >8.0. Shall be provided in concentrated form to be mixed with water. To be designed to be dispensed automatically via an electronic dispenser into drain system. Used in less than 8 locations.

#### **Mop System**

Mop system used to clean up spills, clean and sanitize floors daily. Mop head shall be large enough for large surface areas, made of microfiber, flat and reusable/washable. Mop handle and holder shall be light weight and easy to use. Mop press, holder and heads provided. Mop holder replacement parts available as needed. **Unger 30L system combo or equal.**

#### **Combi Cleaner**

Alkaline degreaser used to clean combination ovens. Cleaner is to have controlled foam levels and be effective for the removal of food deposits, grease, oils and carbonized materials while not causing rusting. Packaged in 1 gallon easy-to-use containers. **Smart System Citra-Combi Clean or equal.**

#### **Combi Rinse**

Rinse additive for use through the cleaning system on combination ovens. Neutralizes any alkaline detergent residues and ensures an effective rinse process. Reduces water spot marking and helps to control water scale if used regularly. Packaged in 1 gallon easy-to-use containers. **Smart System Combi Rinse or equal.**

## **Specifications - Cont.**

### **Oven Grill Cleaner**

Alkaline liquid to work quickly to remove stubborn soils that form on griddles, ovens, hoods, and fryers. Contains water conditioners and surfactants that allow for fast penetration. Rids surfaces of unpleasant odors that can affect the taste of foods. Ability to treat hard to reach vertical surfaces. Packaged in 1 gallon easy-to-use containers.

**Smart System Grill-Oven Cleaner or equal.**

### **Laundry Softener**

Used to assist with leaving fabrics soft and pliable after washing while neutralizing residual alkalinity, aiding in the prevention of skin irritation. Packaged in 5 gallon easy-to-use containers.

**Smart System Neutral Soft Laundry Softener or equal.**

### **Laundry Stain Remover**

Compound to penetrate and remove stains in soft, medium or hard water. Packaged in 5 gallon easy-to-use container.

**Smart System Super Bright or equal.**

### **Rational Cleaning Tab for self-cooking center**

Used to properly clean Rational combination ovens under warranty - Model SCC-5 Series.

**Rational 56.00210A. No Substitute.**

### **Rational Care Rinse Tab**

Used to properly rinse Rational combination ovens under warranty - Model SCC-5 Series.

**Rational 56.00562. No Substitute.**

### **Rational Cleanjet Cleaner**

Used to properly clean Rational combination ovens under warranty - Model CMP.

**Rational 9006.0153. No Substitute.**

### **Rational Cleanjet Rinse**

Used to properly rinse Rational combination ovens under warranty - Model CMP.

**Rational 9006.0137. No Substitute.**

### **Rational Descaling Agent**

Used to descale Rational ovens under warranty - Model CMP and SCC.

**Rational 60006.110. No Substitute.**



ADP BREAKDOWN BY SCHOOL  
ADP BREAKDOWN BY SCHOOL

Loc#	School	Address	Zip Code	ADP
175	Alex R. Kennedy Elementary	4515 Taylorsville Road	40220	196
018	Atherton High	3000 Dundee Road	40205	514
185	Atkinson Academy	2811 Duncan Street	40212	391
127	Auburndale Elementary	5749 New Cut Road	40214	489
044	Audubon Traditional Elementary	1051 Hess Lane	40217	271
105	Ballard High	6000 Brownsboro Road	40222	557
040	Barret Traditional Middle	2561 Grinstead Dr.	40206	291
055	Bates Elementary	7601 Bardstown Road	40291	421
149	Blake Elementary	3801 Bonaventure Blvd.	40219	409
225	Bloom Elementary	1627 Lucia Avenue	40204	372
091	Blue Lick Elementary	9801 Blue Lick Road	40229	420
094	Bowen Elementary	1601 Roosevelt Avenue	40242	492
260	Brandeis Elementary	2817 West Kentucky Street	40211	260
129	Breckinridge Metropolitan High	1128 East Broadway	40204	75
038	Breckinridge-Franklin Elem	1351 Payne Street	40206	395
165	Brown School	546 South 1st Street	40202	261
045	Butler Traditional High	2222 Crums Lane	40216	1064
243	Byck Elementary	2328 Cedar Street	40212	481
004	Camp Taylor Elementary	1446 Belmar Drive	40213	384
005	Cane Run Elementary	3951 Cane Run Road	40211	359
167	Carrithers Middle	4320 Billtown Road	40299	523
680	Carter Traditional Elementary	3600 Bohne Avenue	40211	675
179	Central High MCA	1130 West Chestnut Street	40203	788
102	Chancey Elementary	4301 Murphy Lane	40241	471
046	Chenoweth Elementary	3622 Brownsboro Road	40207	350
917	Churchill Park School	435 Boxley Avenue	40209	71
323	Cochran Elementary	500 West Gaulbert Avenue	40208	255
083	Cochrane Elementary	2511 Tregaron Avenue	40299	351
660	Coleridge-Taylor Montessori Elem	1115 West Chestnut Street	40203	514
164	Conway Middle	6300 Terry Road	40258	683
060	Coral Ridge Elementary	10608 National Turnpike	40118	437
119	Crosby Middle	303 Gatehouse Lane	40243	605
092	Crums Lane Elementary	3212 South Crums Lane	40216	452
037	Dawson Orman Early Childhood	900 South Floyd Street	40203	279
082	Dixie Elementary	10201 Casalanda Drive	40272	389
100	Doss High	7601 St. Andrews Church Road	40214	745
156	Dunn Elementary	2010 Rudy Lane	40207	263
200	DuPont Manual High	120 West Lee Street	40208	445
007	Eastern High	12400 Old Shelbyville Road	40243	640
926	Edwards Education Center	731 South Hancock Street	40203	45
131	Eisenhower Elementary	5300 Jessamine Lane	40258	462

240	Engelhard Elementary	1004 South First Street	40203	379
010	Fairdale Elementary	10104 Mitchell Hill Road	40118	507
057	Fairdale High	1001 Fairdale Road	40118	776
212	Farmer Elementary	6405 Gellhaus Lane	40299	494
049	Farnsley Middle	3400 Lees Lane	40216	843
011	Fern Creek Elementary	8815 Ferndale Road	40291	513
012	Fern Creek Traditional High	9115 Fern Creek Road	40291	936
250	Field Elementary	120 Sacred Heart Lane	40206	299
270	Foster Traditional Academy	1401 South 41st Street	40211	549
290	Frayser Elementary	1230 Larchmont Avenue	40215	344
058	Gilmore Lane Elementary	1281 Gilmore Lane	40213	261
013	Greathouse/Shryock Trad Elem	2700 Browns Lane	40220	272
014	Greenwood Elementary	5801 Greenwood Road	40258	429
115	Gutermuth Elementary	1500 Sanders Lane	40216	366
121	Hartstern Elementary	5200 Morningside Way	40219	398
048	Hawthorne Elementary	2301 Clarendon Avenue	40205	310
300	Hazelwood Elementary	1325 Bluegrass Avenue	40215	382
320	Highland Middle	1700 Norris Place	40205	764
095	Hite Elementary	12408 Old Shelbyville Road	40243	201
076	Indian Trail Elementary	3709 East Indian Trail	40213	395
335	Iroquois High MCA	4615 Taylor Boulevard	40215	746
325	Jacob Elementary	3701 East Wheatmore Drive	40215	597
021	Jaeger Education Center	502 Wood Road	40222	98
396	Jefferson County Traditional Middle	1418 Morton Avenue	40204	496
166	Jeffersontown Elementary	3610 Cedarwood Way	40299	560
065	Jeffersontown High MCA	9600 Old Six Mile Lane	40299	777
470	Johnson Traditional Middle	2509 Wilson Avenue	40210	705
106	Johnsontown Road Elementary	7201 Johnsontown Road	40272	341
162	Kammerer Middle	7315 Wesboro Road	40222	587
720	Kennedy Montessori Elementary	3800 Gibson Lane	40211	417
059	Kenwood Elementary	7420 Justan Avenue	40214	482
079	Kerrick Elementary	2210 Upper Hunters Trace	40216	362
432	King Elementary	4325 Vermont Avenue	40211	416
134	Klondike Lane Elementary	3807 Klondike Lane	40218	412
163	Knight Middle	9803 Blue Lick Road	40229	347
133	Lassiter Middle	8200 Candelworth Drive	40214	764
145	Laukhuf Elementary	5100 Capewood Drive	40229	332
126	Layne Elementary	9831 East Avenue	40272	372
030	Liberty High	3307 East Indian Trail	40213	238
520	Lincoln Elementary PAS	930 East Main Street	40206	387
047	Louisville Male High	4409 Preston Highway	40213	604
146	Lowe Elementary	210 Oxfordshire Lane	40222	248
107	Luhr Elementary	6900 Fegenbush Lane	40228	404
480	Maupin's Catalpa Elementary	1312 Catalpa Street	40211	379
440	McFerran Preparatory Academy	1900 South Seventh Street Road	40208	807

022	Medora Elementary	11801 Deering Road	40272	334
340	Meyzeek Middle	828 South Jackson Street	40203	693
024	Middletown Elementary	218 North Madison Avenue	40243	421
147	Mill Creek Elementary	3816 Dixie Highway	40216	413
202	Minor Daniels Academy	1960 Bashford Manor Lane	40218	107
099	Minors Lane Elementary	8510 Minors Lane	40219	416
155	Moore Traditional School	6415 Outer Loop	40228	1509
041	Newburg Middle	4901 Exeter Avenue	40218	873
435	Noe Middle	121 West Lee Street	40208	780
371	Norton Commons	10941 Kings Crown Drive	40059	
096	Norton Elementary	8101 Brownsboro Road	40241	270
027	Okolona Elementary	7606 Preston Highway	40219	279
620	Olmsted Academy North	4530 Bellevue Avenue	40215	523
730	Olmsted Academy South	5650 Southern Parkway	40214	568
201	Phoenix School @ Myers	3741 Pulliam Drive	40218	325
075	Pleasure Ridge Park High	5901 Greenwood Road	40258	1045
500	Portland Elementary	3410 Northwestern Parkway	40212	264
128	Price Elementary	5001 Garden Green Way	40218	412
219	Ramsey Middle	6409 Gelhaus Lane	40299	766
081	Rangeland Elementary	1701 Rangeland Road	40219	416
285	Riverport Education Center	7401 Riverport Drive	40258	56
530	Roosevelt-Perry Elementary	1615 West Broadway	40203	341
560	Rutherford Elementary	301 Southland Boulevard	40214	519
086	Sanders Elementary	8408 Terry Road	40258	377
063	Schaffner Traditional Elementary	2701 Crums Lane	40216	316
580	Semple Elementary	724 Denmark Street	40215	507
073	Seneca High	3510 Goldsmith Lane	40220	938
097	Shacklette Elementary	5310 Mercury Drive	40258	357
590	Shawnee	4001 Herman Street	40212	917
610	Shelby Traditional Elementary	735 Ziegler Street	40217	630
103	Slaughter Elementary	3805 Fern Valley Road	40219	361
087	Smyrna Elementary	6401 Outer Loop	40228	432
050	South Park TAPP	1010 Neighborhood Place	40118	46
031	Southern High	8620 Preston Highway	40219	808
064	St. Matthews Elementary	601 Browns Lane	40207	373
071	Stonestreet Elementary	10007 Stonestreet Road	40272	342
211	Stopher Elementary	14417 Aiken Road	40245	286
144	Stuart Middle	4601 Valley Station Road	40272	648
090	Thomas Jefferson Middle	1501 Rangeland Road	40219	691
104	Trunnell Elementary	7609 St. Andrews Church Road	40214	449
016	Tully Elementary	3300 College Drive	40299	314
919	Unselde Early Childhood Learning Center	5216 Ilex Ave.	40213	266
033	Valley High	10200 Dixie Highway	40272	1001

051	Waggener High	330 South Hubbards Lane	40207	609
034	Waller-Williams Environmental	2415 Rockford Lane	40216	95
069	Watson Lane Elementary	7201 Watson Lane	40272	316
072	Watterson Elementary	3900 Breckenridge Lane	40218	460
116	Wellington Elementary	4800 Kaufman Lane	40216	417
084	Western High	2501 Rockford Lane	40216	492
710	Western Middle	2201 West Main Street	40212	441
077	Westport Middle	8100 Westport Road	40242	913
916	Westport TAPP	8800 Westport Road	40242	53
182	Wheatley Elementary	1107 South 17th Street	40210	352
109	Wheeler Elementary	5700 Cynthia Drive	40291	418
067	Wilder Elementary	1913 Herr Lane	40222	401
066	Wilkerson Traditional Elementary	5601 Johnsonstown Road	40272	346
117	Wilt Elementary	6700 Price Lane	40229	344
374	Young Elementary	3526 W. Muhammad Ali Blvd.	40212	482
078	Zachary Taylor Elementary	9620 Westport Road	40241	399

Total number of sites per program. (subject to change per the needs of district)

School Sites

# Manual # Warewash # Enzyme # Glove # Laundry

145	23	4	145	27
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Nutrition Service Center Central Kitchen

360 Farmington Ave.

Louisville, KY 40209

Produces meals for JCPS Students. Operations include cook chill, bakery, packaging, and warehouse. The Center produces \$10,000 worth of meals per day and ships \$33,000.00 worth of goods per day.

# Manual # Warewash # Enzyme # Glove # Laundry

6	4	0	0	5
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7/7/2016

**P R O P O S A L F O R M**  
**FOR**  
**FOOD SERVICE SANITATION SYSTEM**

TO: Ken Popplewell  
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.**

THE **PROPOSAL FORMS** ARE TO BE SUBMITTED IN THE **LARGE** ENVELOPE FURNISHED WITH THIS PROPOSAL.

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.

\* 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. Give a detailed description of the quality and convenience of the system's method of dispensing product including packaging, effectiveness of cleaning product, and appropriateness of product for school food service environment with the system you propose.
2. Describe your Food Safety/HACCP monitoring program.
3. Describe your training program. Include documentation and certifications.
4. Syllabus, training materials, service schedule, reports and all requested forms.
5. OSHA training certification.
6. ServeSafe Instructor certification.

**Reference Form**

**Reference # 1**

Organization: \_\_\_\_\_

Contact person/title: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Length of relationship: \_\_\_\_\_

Type of services provided: \_\_\_\_\_

\_\_\_\_\_

**Reference # 2**

Organization: \_\_\_\_\_

Contact person/title: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Length of relationship: \_\_\_\_\_

Type of services provided: \_\_\_\_\_

\_\_\_\_\_

**Reference # 3**

Organization: \_\_\_\_\_

Contact person/title: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Length of relationship: \_\_\_\_\_

Type of services provided: \_\_\_\_\_

\_\_\_\_\_

**VENDOR CHECKLIST**

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

**SUBMIT IN ADVANCE:**

\_\_\_\_\_ Pre-Proposal Questions (Page 5)

**SUBMIT IN LARGE ENVELOPE** (*do not include any pricing information*)

- \_\_\_\_\_ Certificate of Insurance Requirement (Page 17)
- \_\_\_\_\_ Proposal Form (Page 29)
- \_\_\_\_\_ Responses (Page 30)
- \_\_\_\_\_ Reference Form (Page 31)
- \_\_\_\_\_ Completed Vendor Checklist (Page 32)
- \_\_\_\_\_ Resident Vendor Affidavit – if applicable (Page 33)
- \_\_\_\_\_ Non-Discrimination / Minority Owned Business Form (Page 34)

**SUBMIT IN SEALED SMALL ENVELOPE:**

- \_\_\_\_\_ Cost Schedule Cover Form (Page 35)
- \_\_\_\_\_ Cost Schedule Form with Pricing (Page 36)



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

**If claiming Kentucky residency status this completed form must be NOTARIZED and submitted before the date and time of the bid opening.**

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

**FOR BIDS AND CONTRACTS IN GENERAL:**

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

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

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

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_

**NON-DISCRIMINATION / MINORITY OWNED BUSINESS FORM**

**IT IS OF VITAL IMPORTANCE THAT YOU RESPOND TO THIS INQUIRY.**

The Jefferson County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on any and all contracts awarded by the Board of Education.

We also need to know if your company is a minority owned business.

**Please complete the following inquiry:**

**Is your company complying with  
Federal regulation relating  
to Non-Discrimination?**

**YES**\_\_\_\_ **NO**\_\_\_\_

**Is your company a minority  
owned business?**

**YES**\_\_\_\_ **NO**\_\_\_\_

**Name of Company**\_\_\_\_\_

**Address**\_\_\_\_\_

\_\_\_\_\_ **Zip Code**\_\_\_\_\_

**Signature**\_\_\_\_\_

**Typed Name**\_\_\_\_\_

**Official Title**\_\_\_\_\_

**C O S T S C H E D U L E C O V E R F O R M**  
**FOR**  
**FOOD SERVICE SANITATION SYSTEM**

TO: Ken Popplewell  
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 IN THE SMALL ENVELOPE FURNISHED WITH THIS PROPOSAL.

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 separately sealed envelope from the rest of the submission. Cost is reviewed in the second phase of the evaluation process.**

**Costing of the Program:**

The price quoted shall be for delivery of the specified Sanitation System on a **Set Annual Cost** basis. Monthly service billings shall be based on the annual cost **divided by ten** and billed in equal installments from date of award.

Prices quoted are to be F.O.B. delivered to any and all locations of JCPS. Fuel surcharges and similar charges shall not be allowed throughout the terms of this contract.

Quotations should **not** include city, state sales and federal excise tax.

1. Annual Flat Rate Cost for Food Service Sanitation System \$ \_\_\_\_\_  
(This figure must include all licenses, training, support, onboarding,  
and related service fees. This must be stated as an Annual Flat Rate Cost.)  
Commodity Code: 4600649-2010862