

**DAWSON SPRINGS INDEPENDENT SCHOOL
118 EAST ARCADIA AVENUE
DAWSON SPRINGS, KY 42408**

**TOTAL COST
BID CONTRACT**

**CONVEYOR DISH MACHINE
(CUSTOM STAINLESS TABLE WORK, HOOD INSTALLATION,
DUCT FABRICATION, ELECTRICAL AND PLUMBING)**

Bid Contract

Invitation to Bid

Date Issued: July 10, 2019

Items: Conveyor Dish Machine (Custom Stainless Table Work, Hood Installation, Duct Fabrication, Electrical and Plumbing

Type Contract: Bid Contract

Bid Opening Date: July 23, 2019

Bid Opening Time: 10:00 AM
All bids must be received by the time designated in the invitation, none will be considered thereafter.

Mail To/Hand Deliver To: LaDonna Bennett
c/o Dawson Springs Independent Board of Education
118 East Arcadia Avenue
Dawson Springs, KY 42408

Return envelope MUST be plainly marked "Sealed Bid- Conveyor Dish Machine"

Deadline for Questions: July 19, 2019

Contact: If you have any questions concerning this bid contract, please contact:

LaDonna Bennett
Food Service Director
Dawson Springs Independent School
ladonna.bennett@dawsonsprings.kyschools.us
270-836-7783

LaDonna Bennett
c/o Dawson Springs Independent Board of Education
118 East Arcadia Avenue
Dawson Springs, KY 42408

BID FORM

We, the undersigned, have carefully examined the specification and other bid documents for the conveyor dish machine with booster heater, as listed and the attached sheets and agree to furnish these items in accordance with all bid documentation at the price stated herein.

TOTAL UNITS, INSTALLATION AND SERVICE COST _____

RETURN ORIGINAL, SIGNED BID CONTRACT TO:

LADONNA BENNETT
c/o Dawson Springs Independent Board of Education
118 East Arcadia Avenue
Dawson Springs, KY 42408

FIRM NAME: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

AUTHORIZED SIGNATURE: _____

ACKNOWLEDGEMENT OF ADDENDA NUMBER(S) _____ INITIALS OF PERSON PREPARING BID _____

RETURN THIS PAGE WITH BID CONTRACT

VALUE ADDED SERVICES

Please state below or on company letterhead all services your company is willing to provide. Any incentive for us to do business with you, over and above what is requested in the contract **cannot** be a factor in awarding the bid. Use of these services will be at the discretion of the School Nutrition Director.

Signature of Bid Contractor _____

VALUE ADDED SERVICES

Please state below or on company letterhead all services your company is willing to provide. Any incentive for us to do business with you, over and above what is requested in the contract **cannot** be a factor in awarding the bid. Use of these services will be at the discretion of the School Nutrition Director.

Signature of Bid Contractor _____

RETURN THIS PAGE WITH BID CONTRACT

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON CONFLICT OF INTEREST COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE

By my signature on the bid certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation);

That the costs quoted in the attached bid or bids responding to the SFA Invitation to Bid are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

That contents of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bid or bids; that the bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provision of the Model Procurement Code (KRS Chapter 45A).

That I understand the SFA collective bidding process is conducted consistent with KRS Chapter 45A, the Model Procurement Code and that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with KRS Chapter 45A, the Model Procurement Code.

Any employee or official of SFA or member school districts, elective or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accordance with state and/or federal laws.

3019.40-48

Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all steps to further this goal.

Any person who is an officer, director, or agent of the bidder or its surety on any bond furnished with the bids, who is prohibited to enter into contracts with agencies of the Commonwealth of Kentucky and is in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provision of the Model Procurement Code (KRS Chapter 45A).

That the contents of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bid or bids; that the bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provision of the Model Procurement Code (KRS Chapter 45A).

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CERTIFICATION OF DISBARMENT AND SUSPENSION

The contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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

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

PROPOSAL CERTIFICATION

I hereby certify with my signature below that costs quoted in this proposal are correct and that I have authority to obligate my company to perform under the conditions stated in the proposal.

SIGNATURE: _____

COMPANY: _____

DATE: _____

RETURN THIS PAGE WITH BID CONTRACT

Introduction

The intent of this bid solicitation is to establish an equipment bid with a qualified, experienced and reliable company to provide a conveyor dish machine. The Equipment contractor would be responsible for scheduling, organizing all sub-contractors. Pull all permits, temporary wall, cleaning of work area and all trash removal. Verify the existing electrical connections and amps available within three feet of the new unit. Disconnect and dispose of old Dish machine. Specify credit towards new unit if applicable. Install a new Hobart or equivalent to Conveyor Type Dishwasher:

SPECIFICATIONS

Work to be performed:

- The Food Service Equipment contractor would be responsible for scheduling, organizing all sub contractors. Pull all permits, temporary wall, cleaning of work area and all trash removal.
- Disconnect and dispose of old Dish machine.
- Install a new Hobart Conveyor Type Dishwasher model number CL44EN or equivalent to CL44E+BUILDUP, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, ENERGY STAR®
- Include a:
 - Hobart model: CL44E-HTE15K Electric tank heat 15kW, or equivalent to
 - Hobart Model: VNTHD/E-DOM, E-series vent hood domestic, or equivalent to
 - Hobart model: CLE/TBL-SWITCH "Table LMT switch CLE-Series, or equivalent to
 - Hobart Model: SL30/E-NOHDLR, Side loader, or equivalent to
 - Hobart Model: PRESREG-1/20BR Pressure Regulator or equivalent to,
 - Unit to include Opti-Rinse™ system using no more than .62 gallons per rack at 20 psi.
 - Final rinse rate to be 2.1 GPM or 126 GPH.
- Warewasher to be equipped with a Rapid Return Drive™ system to provide for more consistent movement of the ware through the machine.
- Unit to be equipped with ball detent clutch drive system to prevent damage to conveyor and drive motor if a rack should be obstructed.
- Anti-jam protection to include an electronic sensor to monitor the drives output RPM and electrically shut the unit off in the event of a change in RPM.
- Configurable NSF Pot & Pan conveyor dwell
- Configurable De-Lime Alert
- Machine to have a dual point of push for the conveyor system to reduce stress on the drive.
- Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.
- Machine to have double wall insulated hinged doors with SST and UHMW door seals.
- Machine have fully wrapped lower front, side and underneath panels.
- Inspection door opening to measure 36 ½ x 27 5/6 inches
- Standard chamber dimensions to 22 x 19 ½
- Optional higher than standard height chamber opening to 22 x 24 inches
- To include Auto-Position™ rinse arms, which ensure that the rinse arms and nozzles are properly seated in the machine to provide a consistent sanitizing rinse pattern.

- Soil management system to have a single SST slanted screen, and a deep collection basket.
- Machine to have a minimum capacity of 202 racks per hour.
- Unit length to be a minimum of 44".
- Top mounted microprocessor controls mounted in SST enclosure.
- Field convertible for low temperature or high temperature final rinse application.
- Tank and chamber to be constructed of #16 gauge stainless steel.
- Wash motor to be 2 HP with inherent overload protection and manual reset located on the motor.
- Stainless steel, self-draining pump and impeller mounted in an above the water line orientation for longer life.
- Pump capacity of 165 gpm.
- Single point electrical connection (3 phase only, does not include the electric booster heater);
- Dishwasher to be provided with one of the following heat devices: 15 KW electric immersion heater, a 78,000 btu regulated power immersion tube gas-burner system (natural or L.P. gas) with solid state ignitor board controls, gas valve and flame ignition sensor proving flame ignition, one-inch stainless steel tube steam coil heat exchanger. Heating device to be interwired at factory. Heating device to be controlled by solid-state thermostat with positive low water protection.
- Machine to be furnished with top mounted digital display to provide accurate temperature readouts
- Standard features to include a dirty indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones, service diagnostics, de-lime notifications, operating indicators
- Integrated SST pump intake screen.
- Machine to have self aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.
- Wash pipes to be located on the exterior rear panel for an obstruction free interior.
- Rinse arms to include an integrated in line water filter
- Final rinse to be automatically activated when racks enter the rinse zone.
- Electrical interface points for chemical connections provided as standard.
- Vent fan and booster heater controls.
- Automatic fill to be standard with tank water level to be automatically maintained.
- Drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.
- Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields.
- Machine to have full one-year warranty on parts, labor, and mileage against manufacturer's defects.
- Connect Existing Booster Heater to Dish machine.
- Provide and install a T & S Brass Hose reel model B-7222-C01XS1E.
- Remove old galv. Condensation hood. Provide and install a new condensation Pant leg 304 stainless steel 16 ga. vent and connect to existing vent duct at ceiling. Haul off old hood.
- Remove and install custom tables. See owner for size.

- **Soil Table**

- A. Top - 14 ga. Stainless Steel
- B. Backsplash Up 9" High
- C. Sound Deadening Spray On & Paint
- D. 3" High Rolled Rim Edge
- E. 3" High Rolled Rim Corner Turn
- F. Backsplash Corner Turn
- G. Stainless Steel Underbracing
- H. 1-5/8 inch Stainless Steel Leg and Gusset on S/S Channel
- I. Adjustable S/S Bullet Feet
- J. 1-5/8" Dia. Stainless Steel Cross Rails
- K. 20" x 20" Integrally Welded Pre-Rinse Sink With Weld In Ring
- L. Stainless Steel Rack Guides over Pre-Rinse Sink
- M. Pass thru window sill with inverted "V" outer edge
- N. Dishwasher Lip
- O. 14GA. S/S Control Bracket

- **Clean Table**

- P. (L) Shaped Approx.
- Q. Top - 14 ga. Stainless Steel
- R. Backsplash Up 9" High
- S. Sound Deadening Spray On & Paint
- T. 3" High Rolled Rim Edge
- U. 3" High Rolled Rim Corner Turn
- V. Backsplash Corner Turn
- W. Stainless Steel Underbracing
- X. 1-5/8 inch Stainless Steel Leg and Gusset on S/S Channel
- Y. Adjustable S/S Bullet Feet
- Z. 1-5/8" Dia. Stainless Steel Cross Rails
- AA. Limit Switch Provisions
- BB. 90 Degree Corner Turn
- CC. Curved Rack Guide - 1/4 x 2 Flat Bar
- Salvajor Model: 100-SA-MRSS garbage disposal 1 HP with manual controls for forward and reverse switch., or equivalent to

- Remove Wall Plating and install new 20 ga. stainless steel 30" high plating on walls where there is a backsplash.

- Remove Coil door and reinstall with new Soil Table

A pre-bid meeting can be arranged at school location so that interested bidders may view the site to obtain all information deemed necessary (photos, measurements, etc.) by July 19, 2019 to successfully provide and install the specified components. Site visit must be scheduled with Ladonna Bennett at ladonna.bennett@dawsonsprings.kyschools.us or by calling 270-836-7783.

All interested bidders are responsible to schedule visits and obtain all information they deem necessary (photos, measurements, etc.) to successfully provide and install the specified components, the custom stainless steel, table integration, duct work, plumbing and electrical. The awarded bidder is solely responsible to verify all dimensions and existing conditions before commencing work.

Training

The FEC (Food Equipment Contractor) will thoroughly instruct owner and or owner's duly authorized representatives in the operation of all equipment, item by item on site. Vendor will need to perform ONE additional follow-up training on site with the owner. Instructions shall include the care and cleaning of all equipment and a complete demonstration of operation.

The FEC shall deliver two (2) sets of maintenance manuals as specified by the owner or owner's duly authorized representative and shall thoroughly instruct owner in the complete contents of said manuals.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under a Federal award must contain provisions set forth in 2 C.F.R. Pt. 200, App. II., **as applicable**. Please note, however, that not all of these provisions must be included in every contract awarded by a school district's food service department. If you are unsure whether you will need to include a specific federal clause in your contract, please consult with an attorney.

2 C.F.R. Pt. 200, App. II

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

- **REMEDIES:** If the contract is for more than the simplified acquisition threshold currently set at \$150,000, your contract must include a clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.
- **TERMINATION:** If the contract is in excess of \$10,000, your contract must contain a clause that addresses termination for cause and for convenience by the school district including the manner by which it will be affected and the basis for settlement. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

- **CLEAN AIR / CLEAN WATER:** For contracts and subgrants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

- **SUSPENSION AND DEBARMENT:** Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required.

○ Suspension and Debarment

The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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

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

- **LOBBYING:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.
 - 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 (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the **Dawson Independent Schools**.
- **EQUAL EMPLOYMENT OPPORTUNITY:** This clause would be required only for contracts that meet the definition of "federally assisted construction contract." Generally speaking, expenses associated with construction projects are not an allowable expense to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.
- **DAVIS-BACON ACT CLAUSE:** This clause would be required only for prime construction contracts in excess of \$2,000 awarded by non-Federal entities. Generally speaking, expenses associated with construction projects are not an allowable expense to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.
- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSE:** This clause would be required only for contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers. Generally speaking, expenses of this amount and of this nature are associated with construction projects. Generally speaking, expenses associated with construction projects are not an allowable expense to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.
- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** This clause is only necessary when the award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the school food authority wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. A food service department generally does not award contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

- **PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322:** This provision only applies to a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. You should consult with an attorney to determine whether this clause applies to you and your contractors.
- **COST REIMBURSABLE CONTRACTS:** The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such 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);

or

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 school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- **Termination for Convenience:** The school district reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The School district, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
- **Termination for Non-performance: Default.** The School district may terminate the resulting contract for non-performance, as determined by the School district, for such causes as:
 - Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the School district is not in its best interest, or failure to comply with the terms of this contract;
 - Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
 - Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
 - Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.
- **Demand for Assurances:** In the event the School district has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

- **Notification:** The School district will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the school district's satisfaction within ten (10) calendar days, the School district may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.
- **Attorney's Fees:** In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the School district prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
- **Compensable Damages for Breach:** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the School district.
 - Replacement costs.
 - Cost of repeating the competitive bidding procedure expenses.
 - Expenses incurred as the result of delay in obtaining replacements.

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

Award

Bid award will be established between the lowest responsible, responsive proposers and the Dawson Springs Independent School (DSIS) except as may otherwise be specified in the Invitation for Bid.

The (DSIS) reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the (DSIS) bids submitted by that bidder will be rejected. The criteria used to determine responsibility shall include, but is not limited to the following:

- a) **Delivery Ability:** Bidder must demonstrate or has demonstrated to (DSIS) the ability to promptly and efficiently deliver all the items on the bid list at designated times outlined on bid paperwork.
- b) **Capacity:** Bidders must demonstrate to the (DSIS) that they have the physical as well as financial capacity to procure the merchandise covered by the contract to efficiently administer the provisions of the contract.

- c) **Reliability:** For a bidder to be declared a responsible vendor they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable thus non-responsible if for any reasons, other than reasons beyond their control, they have violated any of the requirements listed herein, have caused the cancellation of a contract of this type, or have failed to properly communicate with participating entities on matters essential to a contract of this type.
- d) **Accounting Procedures:** A bidder, to be considered for award, must clearly demonstrate to (DSIS) the capability to provide accurate, reliable and timely invoices, statements, and credits. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.
- e) **Payment** will be submitted 30 days after next board meeting, once all specs are completed in bid document and approved by Food Service Director.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online

at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.