

**DATE:**

11/17/2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve awarding the Student Nutrition Kitchen Equipment and Preventative Maintenance RFP to Hobart Services as listed on the bid tabulation for the period of December 7<sup>th</sup> 2021 to December 7<sup>th</sup> 2022 with two mutually agreed upon annual renewals.

**APPLICABLE BOARD POLICY:**

Fiscal Management 04.32 AP.1

**HISTORY/BACKGROUND:**

An advertisement to accept sealed bids for Student Nutrition Kitchen Equipment and Preventative Maintenance was posted to the district website on October 27<sup>th</sup>, 2021. Bids were publicly opened November 15<sup>th</sup>, 2021 at 2:00 PM EST.

**FISCAL/BUDGETARY IMPACT:**

The total cost of annual maintenance will be \$39,322.00, plus additional repairs as needed at the contracted rate, to be funded by Student Nutrition.

**RECOMMENDATION:**

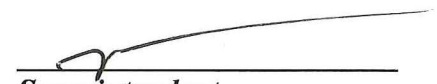
Approval to award the Student Nutrition Kitchen Equipment and Preventative Maintenance RFP to Hobart Services as listed on the bid tabulation for the period of December 7<sup>th</sup>, 2021 to December 7<sup>th</sup>, 2022 with two mutually agreed upon annual renewals.

**CONTACT PERSON:**

Jennifer Weis-Smith

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**KITCHEN EQUIPMENT SERVICE & PREVENTATIVE MAINTENANCE  
BID TABULATION**

	HOBART			TECH24		
<b>Preventative Maintenance</b>						
<b>Group A</b>	March	Sept	Total	March	Sept	Total
Kenton Elementary	\$ 914.00	\$ 914.00	\$ 1,828.00	\$ 890.00	\$ 890.00	\$ 1,780.00
Piner Elementary	\$ 523.00	\$ 523.00	\$ 1,046.00	\$ 675.00	\$ 675.00	\$ 1,350.00
Ryland Heights Elementary	\$ 1,045.00	\$ 1,045.00	\$ 2,090.00	\$ 890.00	\$ 890.00	\$ 1,780.00
Taylor Mill Elementary	\$ 915.00	\$ 915.00	\$ 1,830.00	\$ 890.00	\$ 890.00	\$ 1,780.00
White's Tower Elementary	\$ 1,242.00	\$ 1,242.00	\$ 2,484.00	\$ 910.00	\$ 910.00	\$ 1,820.00
Twenhofel Middle School	\$ 1,175.00	\$ 1,175.00	\$ 2,350.00	\$ 1,020.00	\$ 1,020.00	\$ 2,040.00
Woodland Middle School	\$ 1,044.00	\$ 1,044.00	\$ 2,088.00	\$ 910.00	\$ 910.00	\$ 1,820.00
Scott High School	\$ 1,504.00	\$ 1,504.00	\$ 3,008.00	\$ 1,120.00	\$ 1,120.00	\$ 2,240.00
Simon Kenton High School	\$ 1,371.00	\$ 1,371.00	\$ 2,742.00	\$ 1,045.00	\$ 1,045.00	\$ 2,090.00
<b>Group B</b>	March	Sept	Total	March	Sept	Total
Beechgrove Elementary	\$ 914.00	\$ 914.00	\$ 1,828.00	\$ 890.00	\$ 890.00	\$ 1,780.00
Caywood Elementary	\$ 914.00	\$ 914.00	\$ 1,828.00	\$ 890.00	\$ 890.00	\$ 1,780.00
Ft. Wright Elementary	\$ 850.00	\$ 850.00	\$ 1,700.00	\$ 955.00	\$ 955.00	\$ 1,910.00
R.C. Hinsdale Elementary	\$ 914.00	\$ 914.00	\$ 1,828.00	\$ 890.00	\$ 890.00	\$ 1,780.00
River Ridge Elementary	\$ 848.00	\$ 848.00	\$ 1,696.00	\$ 800.00	\$ 800.00	\$ 1,600.00
Summit View Academy	\$ 2,221.00	\$ 2,221.00	\$ 4,442.00	\$ 1,240.00	\$ 1,240.00	\$ 2,480.00
Turkey Foot Middle School	\$ 1,896.00	\$ 1,896.00	\$ 3,792.00	\$ 1,110.00	\$ 1,110.00	\$ 2,220.00
Dixie Heights High School	\$ 1,371.00	\$ 1,371.00	\$ 2,742.00	\$ 990.00	\$ 990.00	\$ 1,980.00
			\$ 39,322.00			\$ 32,230.00
<b>Service Work</b>						
<b>Labor Rates</b>	<u>Per Hour</u>	<u>Year</u>		<u>Per Hour</u>	<u>Year</u>	
Technician per hour (assume 60 hours per year)	\$ 131.00	\$ 7,860.00		\$ 99.00	\$ 5,940.00	
Apprentice per hour (assume 60 hours per year)	\$ 131.00	\$ 7,860.00		\$ 99.00	\$ 5,940.00	
Technician (1-week Assignment) (40 hours)	\$ 131.00	\$ 5,240.00		\$ 99.00	\$ 3,960.00	
Apprentice (1-week Assignment) (40 hours)	\$ 131.00	\$ 5,240.00		\$ 99.00	\$ 3,960.00	
<b>Material Mark-ups (Assume \$10,000/Year)</b>	<u>% Mark-up</u>	<u>Mark-up Amount</u>		<u>% Mark-up</u>	<u>Mark-up Amount</u>	
Mark-up on parts under \$1,000	0%	\$ -		75%	\$ 3,750.00	
Mark-up on parts over \$1,000	0%	\$ -		55%	\$ 2,750.00	
Excluded 3rd Party Parts will have 40% markup						
40%	\$	2,000.00				
<b>EXCEPTIONS</b>	<u>NONE</u>			<u>Travel Charge - \$99 per day</u>		
Travel charge based on 5 trips a week for 36 weeks (180 in-school days)					\$17,820.00	Per School Year
Guaranteed response time in hours	<u>4-6</u>	Hours		<u>4</u>	Hours	
Total Estimated Annual Bid Amount (Includes mark-up estimates for material and 60 hours of labor rates)		\$49,182.00			\$62,490.00	
Pricing (40 points Possible)		40.00			29.18	
Service Write-up (40 points possible)		40.00			39.50	
References (20 points possible)		20.00			20.00	
Total Points		100.00			88.68	

  = Recommended as the lowest and/or best evaluated bidder



**ADDENDUM #1**  
**Issued for the Student Nutrition Kitchen Equipment Service**  
**And Preventative Maintenance RFP**

Addendum #1 has been issued on 11/03/2021 to correct the bid form on page 18. Group A bid pricing was duplicated, leaving out Group B. Simon Kenton High School was also left off of Group A. Please include pricing for Group A and Group B on the below tables, and return with the other required bid documents. The bottom portion of Page 18 will still need to be completed and returned as well.

<b>Preventative Maintenance GROUP A</b>	<b>March</b>	<b>Sept</b>	<b>Total</b>
Kenton Elementary	\$914	\$914	\$1,828
Piner Elementary	\$523	\$523	\$1,046
Ryland Heights Elementary	\$1,045	\$1,045	\$2,090
Taylor Mill Elementary	\$915	\$915	\$1,830
White's Tower Elementary	\$1,242	\$1,242	\$2,484
Twenhofel Middle School	\$1,175	\$1,175	\$2,350
Woodland Middle School	\$1,044	\$1,044	\$2,088
Scott High School	\$1,504	\$1,504	\$3,008
Simon Kenton High School	\$1,371	\$1,371	\$2,742

<b>Preventative Maintenance GROUP B</b>	<b>March</b>	<b>Sept</b>	<b>Total</b>
Beechgrove Elementary	\$914	\$914	\$1,828
Caywood Elementary	\$914	\$914	\$1,828
Ft. Wright Elementary	\$850	\$850	\$1,700
R.C. Hinsdale Elementary	\$914	\$914	\$1,828
River Ridge Elementary	\$848	\$848	\$1,696
Summit View Elementary	\$2,221	\$2,221	\$4,442
Turkey Foot Middle School	\$1,896	\$1,896	\$3,792
Dixie Heights High School	\$1,371	\$1,371	\$2,742

Plus filters and curtains

AUTHORIZED BY WITH TITLE:

Jennifer Weis-Smith  
Signature

Procurement Coordinator  
Title

11/03/2021  
Date

BIDDER ACKNOWLEDGMENT/ACCEPTANCE:

Michael L. Birt  
Signature – Authorized Company Representative

Michael Birt, Bid Manager  
Please print the name of the signature above

11/3/2021  
Date  
Hobart Service -  
a division of ITW Food Equipment Group LLC  
Company

PLEASE RETURN WITH ALL OF THE REQUIRED BID DOCUMENTS

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities*."





## THE KENTON COUNTY SCHOOL DISTRICT

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Bid Documents

### **STUDENT NUTRITION KITCHEN EQUIPMENT SERVICE AND PREVENTATIVE MAINTENANCE**

Prepared By:  
Jennifer Weis-Smith  
Procurement Coordinator

BID/RFP No. 59-SNE-21

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For any clarification relative to this bid, email all questions to:  
[jennifer.weis@kenton.kyschools.us](mailto:jennifer.weis@kenton.kyschools.us)

## REQUEST FOR PROPOSALS

Board of Education of Kenton County, Kentucky  
Equal Opportunity/Affirmative Action Employer

1055 Eaton Dr.  
Ft. Wright, KY 41017  
P: (859) 344-8888 • F: (859) 344-1531

### **STUDENT NUTRITION KITCHEN EQUIPMENT SERVICE AND PREVENTATIVE MAINTENANCE**

The Board of Education of Kenton County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for items and/or services listed herein. You are invited to submit a sealed bid, subject to terms and conditions of this invitation to bid. Please read all instructions and specifications carefully.

**Failure to comply with these instructions shall disqualify your bid.**

#### **DELIVERY OF BID**

Bids can be mailed or delivered in a sealed envelope marked "RFP NO. 59-SNE-21", in the lower left-hand corner, to:

**Kenton County Board of Education  
ATTN: Elizabeth Hord, Student Nutrition Director  
1055 Eaton Dr.  
Ft. Wright, KY 41017**

Bids may also be emailed to: [Kenton.purchasing@kenton.kyschools.us](mailto:Kenton.purchasing@kenton.kyschools.us), with "RFP NO. 59-SNE-21" in the subject line.

#### **PERIOD OF CONTRACT**

**The period of the contract will be from December 7, 2021 through December 7, 2022**

If agreed upon by both parties in **November** of each year, the agreement may be extended annually for up to 2 additional annual renewals.

#### **TIME OF BID OPENING**

**Bids will be opened on November 15, 2021 at 2:00 pm EST.**

All bids must be received by the time and date designated in this invitation. None will be considered thereafter.

**Failure to have bid submitted prior to the bid opening date, will automatically prevent disqualify your bid.**

#### **LOCATION OF BID OPENING**

Bids will be opened and read in the Student Nutrition Department at the Kenton County Board of Education, at 1055 Eaton Dr. Fort Wright, KY 41017. You are invited to be present at the bid opening.

#### **BID AWARD**

**Bid will be awarded at the board meeting held on December 6, 2021**

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications and conditions and are subject to all other provisions of this invitation to bid. Contracts may be awarded on an item, group or total basis; whichever is deemed to be in the best interest of The Board of Education.



## KRS 45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be 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, 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 subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. 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 person gain of any other person

## KRS 45A.990 PENALTIES

1. Any employee or any official of The Board of Education of Kenton 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 Kenton County, Kentucky shall be deemed guilty of a **Class C felony**.
2. Every person, firm, or corporation 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 Kenton 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 **Class C felony**.

## **GENERAL BID INSTRUCTIONS AND CONDITIONS**

### **(PLEASE READ CAREFULLY)**

**A. ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

**B. BID DOCUMENTS**

Bid forms are provided with this "Invitation to Bid". All proposals shall be submitted on the "Bid Form".

**C. SPECIFICATIONS**

Specifications are attached and are part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Procurement Coordinator. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herein. The bidder is instructed to complete all blanks and spaces where information concerning any items is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

**D. KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A)**

The Kentucky Model Procurement Code (KRS 45A), adopted by the Board of Education, shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

**E. PERFORMANCE BOND**

The Board of Education reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

**F. EXCUSE FOR NON-PERFORMANCE**

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

**G. PENALTIES**

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

**H. TAXES**

Kenton County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

**I. BRAND NAMES**

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

**J. I.R.S. W-9 FORM**

All Awarded Bidders as a result of this Invitation to Bid shall submit a completed IRS W-9 Form within ten (10) business days of the Bid Award Notification.

**K. PRODUCT EVALUATION**

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

**L. NON-DISCRIMINATION**

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

- The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, nation origin, race, sex, veteran status or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, 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 place notices setting forth the provisions of the Equal Opportunity clause.
- The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.
- 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.

**M. DELIVERY**

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

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

**N. SAMPLES AND/OR DESCRIPTIVE LITERATURE**

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

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to Jenny Weis, Purchasing Coordinator, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

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

**O. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS**

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

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

**P. K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

**Q. OR EQUAL CLAUSE**

Whenever, in any of the contract documents, an article, materials or equipment are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as an indication of the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

**R. BIDS**

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



The Purchasing Department will make tabulations and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the third Monday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids.

Any bids received after scheduled time of opening will not be opened.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications except as noted on such form.

**S. PRICES**

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract".

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

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

**T. SUBSTITUTIONS**

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jenny Weis, Procurement Coordinator.

**U. REQUIREMENTS**

- All deliveries must be complete within thirty (30) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:
- One (1) copy to the warehouse with material at time of delivery.
- Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.
- No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.
- All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.
- All invoices must show the purchase order number, date of delivery, name of location and a list of items delivered by item name.

**V. OTHER CONDITIONS**

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

**W. HOLD HARMLESS**

Vendor agrees to indemnify and save The Kenton County School District harmless from claims for death or injury to Vendor's personnel arising while such personnel are on premises owned or controlled by The Kenton County School District in connection with the performance of this order, and Vendor shall maintain Worker's Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Kenton County School's premises.

**X. CRIMINAL HISTORY VERIFICATION**

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Kenton County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

**Y. GOVERNING LAW**

The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Kenton County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Kenton County School District and the Vendor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky in connection with any cause of action arising from any/all purchases.

**Z. RECIPROCAL PREFERENCE**

In accordance with 200 KAR 5:400 - **ALL BIDDERS** must complete the attached "**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder.

**AA. LEGAL AND CONTRACTUAL REMEDIES**

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.

The decision of the Superintendent or his 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.

**BB. 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 The Kenton County School District.

**CC. CORRECTIVE ACTION REQUEST (C.A.R.)**

When an incident occurs with a contracted vendor that The Kenton County School District deems unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

The procedure is as follows:

- The Kenton County School District's Purchasing Department will issue a written C.A.R. to the vendor in question detailing the incident, problem, and/or issue(s) relating to the contract. This letter may be sent to vendor via certified mail.
- The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.
- The Kenton County Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to Kenton County Schools.
- Once the written response received from the vendor is deemed suitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response detailing the action proposed by the vendor and agreed upon by Kenton County Schools.
- If Kenton County Schools' Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the Bidder may not bid on future contracts for three (3) years.

- If the written response received from the vendor is deemed unsuitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response defining what action will be taken. Kenton County Schools may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by Kenton County Schools.
- Please refer to this policy on page 8 of Purchasing Procedures and Guidelines as published on the Kenton County Board of Education's website: <https://www.kenton.k12.ky.us/Content2/294>

#### **DD. CLEAN AIR/CLEAN WATER**

For contracts and sub-grants 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.

#### **EE. 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

The Contractor understands that a contract award (see 2 CUR 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 The Kenton County School District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Kenton County School District, 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 CER 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.*

#### **FF. 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 Kenton County School District.

#### **GG. 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 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

- "Domestic Commodity or Producer 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:

1. 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
2. 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, 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.

#### **HH. 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

**THE KENTON COUNTY SCHOOL DISTRICT**  
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**SPECIAL CONDITIONS - Page 1 of 3**

**FIRM PRICES**

Price(s) are to remain firm for the period of the contract. Kenton County School reserves the right to request proposals from other qualified contractors for any non-scheduled work that is expected to exceed a cost of \$1,000.

**WORKMANSHIP AND QUALIFICATIONS**

The work outlined shall be done by an experienced, qualified contractor that will perform in a professional manner in strict compliance with safety requirements prescribed in current standards of O.S.H.A., state and local codes. Where there is a conflict in the minimum standards to be met among various codes, the most stringent will take precedence. **As a requirement of this bid, the bidder must submit with their proposal a reference list of at least three previous customers, with one of the references being a school district.**

**REFUSE**

All refuse resulting from the work performed under this contract(s) will be properly disposed of by the contractor.

**INSURANCE**

General Conditions require contractors working for the Kenton County Board of Education at a minimum to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable for this RFP is:

- a. Statutory Workman's Compensation Insurance on each employee.
- b. Public Liability not less than \$1,000,000 single limit per occurrence.
- c. Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- d. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

**CONTRACT TERMINATION**

The Kenton County Board of Education reserves the right to terminate this contract for reasons of contractor non-compliance with the terms discussed in these specifications, for poor performance, or for contractor actions which in any way endanger personnel and/or property at any of the Kenton County Schools, or for the District's sole convenience. Such termination shall be by 60 days written notice.

**INVOICING**

All invoices are to be billed to The Kenton County Board of Education with the purchase order number included.

Invoices can be mailed to:

**Kenton County Board of Education**  
**Attn: Accounts Payable**  
**1055 Eaton Dr.**  
**Ft. Wright, KY 41017**

Or emailed to: [paula.hauck@kenton.kyschools.us](mailto:paula.hauck@kenton.kyschools.us) (Preferred Method)

**PAYMENT & PAYMENT TERMS**

Payment terms are estimated **Net 30-90 days** due to the following:

- Payments are mailed the day following the regular monthly Board meeting; following delivery of items, receipt of proper invoice and approval.

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**BACKGROUND CHECK**

- Individuals performing services in/on school grounds must comply with and participate in a criminal history background check in accordance with KRS 17.160. An application for each individual will be processed by the Pretrial Services, Administrative Offices of the Courts.
- Please note the following disqualifiers: sex-related offense convictions, convictions against minors, felony offense convictions against persons or property, alcohol violation convictions with two years from date of check and no more than two such offense convictions in total, drug related offense convictions, deadly weapon-related offense convictions, a pattern of irresponsible behavior based upon the background check.
- An application shall be provided to you by the Board of Education.

**OTHER CONDITIONS**

- All Blanks and information requested are to be completed on the bid forms in order to qualify your bid
- The Board of Education reserves the right to make multiple awards to two or more companies if it is in the best interest of the Board of Education. Do not bid any special groupings other than those listed herein.

**Note:** Any specification bid in contrast to that stated herein must be approved by Elizabeth Hord, Student Nutrition Director at the Kenton County Board of Education, prior to the bid opening.



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**SPECIAL CONDITIONS – Page 3 of 3**

**AWARDING OF CONTRACT(S)**

Contracts may be awarded to the best overall evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this request for proposal. The Board of Education reserves the right to reject any and all proposals if it is deemed in its best interest. Bids will be evaluated based on the following criteria:

Overall Cost	40%
Service	40%
References	20%
Total	100%

**Overall Cost Calculation – 40%**

The Overall Cost Figure shall be arrived at by awarding the bidder presenting the best value to The Board. This includes cost of services and/or additional donations to the Board for exclusivity to the District (if any). The other bidders shall be awarded a percentage of the total using the beset value bidder as the baseline.

*Example: Bidder A bids \$100.*

*Bidder B bids \$110.*

*Bidder A receives 70 points.*

*Bidder B receives points as follows:  $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 70 \text{ points} = 63 \text{ points}$*

**Service - 40%**

From a written service proposal (5-page maximum) supplied with this bid, an overall score of 0-40 shall be awarded to each bidder. This proposal shall be a service model and evaluated subjectively based upon the level of service offered, including the following: implementation strategy, guaranteed on-site service response time (in hours), warranty, parts inventory/availability, the background/qualifications of individuals assigned to work on our account, the overall perceived level of service offered, and the capability of the firm to handle multiple emergencies at various schools simultaneously.

**References/Past Experience – 20%**

A list of three existing customer references shall be supplied with your bid and one of the customers must be a school district. Each of these three references will be contacted and asked overall on a scale of 1-10 to rank your company. The three scores shall be averaged and multiplied by two. This average will be the bidders score.

*Note: this is the last step in the evaluation process. If a bidder is greater than 10 points from the lead bidder, the bidder's references shall not be contacted. If the Board had experience with the bidder in the past five years, the Board reserves the right to award this score solely without calling references.*

**Total – 100%**

Contract(s) may be awarded to the lowest and/or beset evaluated bidder(s) meeting all specifications and conditions and subject to all other provisions of the Request for Proposals, on a per item basis, on a group basis or on a total basis, whichever is deemed to be in the best interest of the Board of Education. The bid may be awarded to two potential bidders; one for Group A and one for Group B. If one bidder is best evaluated in both groups, the next best evaluated bidder may also be selected and the two groups (A & B) will be awarded upon what is in the best financial interest of the district.

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**BID SPECIFICATIONS – Page 1 of 3**

**List of Possible Service Locations**

<b>Group A</b>	<b>Group B</b>
Kenton Elementary 11246 Madison Pike Independence, KY 41051	Beechgrove Elementary 1029 Bristow Rd. Independence, KY 41051
Piner Elementary 2845 Bracht-Piner Rd. Morning View, KY 41063	Caywood Elementary 3300 Turkey Foot Rd. Edgewood, KY 41017
Ryland Heights Elementary 3845 Steward Rd. Ryland Heights, KY 41015	Ft. Wright Elementary 501 Farrell Dr. Ft. Wright, KY 41011
Taylor Mill Elementary 5907 Taylor Mill Rd. Covington, KY 41015	R. C. Hinsdale Elementary 440 Dudley Rd. Edgewood, KY 41017
White's Tower Elementary 2977 Harris Pike Independence, KY 41051	River Ridge Elementary 2772 Amsterdam Rd. Villa Hills, KY 41017
Twenhofel Middle School 11846 Taylor Mill Rd. Taylor Mill, KY 41015	Summit View Academy 5006 Madison Pike Independence, KY 41051
Woodland Middle School 5399 Pride Pkwy Taylor Mill, KY 41015	Turkey Foot Middle School 3230 Turkeyfoot Rd. Edgewood, KY 41017
Scott High School 5400 Pride Pkwy Taylor Mill, KY 41015	Dixie Heights High School 3010 Dixie Highway Fort Mitchell, KY 41017
Simon Kenton High School 11132 Madison Pike Independence, KY 41051	



**THE KENTON COUNTY SCHOOL DISTRICT**  
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**BID SPECIFICATIONS- Page 2 of 3**

**PREVENTATIVE MAINTENANCE SPECIFICATIONS**

The "X" denotes the month when the service is to be performed

<b>CONVECTION OVENS -</b> 2 at the following locations: Taylor Mill, Turkey Foot, White's Tower 4 at the following locations: Beechgrove, Caywood, Hinsdale, Kenton, Ryland 6 at the following locations: River Ridge, Summit View, Twenhofel, Woodland, Dixie Heights, Simon Kenton												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Check and tighten all connections			X						X			
Check fan blades			X						X			
Calibrate thermostat			X						X			
Replace bulbs as needed			X						X			
Record service and send report with any recommendations of any required repairs to Student Nutrition Director			X						X			

<b>COMBINATION OVENS -</b> 1 at the following locations: Beechgrove, Caywood, Hinsdale, Kenton, Piner, Ryland, Taylor Mill, Twenhofel, Woodland 2 at the following locations: Ft. Wright, White's Tower, Dixie Heights, Simon Kenton 4 at the following locations: Summit View, Turkey Foot, Scott												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Replace Filters			X						X			
Check and replace scale stick as needed			X						X			
Calibrate			X						X			
Descale boilers			X						X			
Check and tighten all connections			X						X			
Record service and send report with any recommendations of any required repairs to Student Nutrition Director			X						X			

<b>DISHWASHER -</b> 1 at the following locations: (Hobart) Beechgrove, Caywood, Ft. Wright, Hinsdale, Kenton, Piner, River Ridge, Ryland, Taylor Mill, White's Tower, Twenhofel, Woodland, Dixie Heights, Scott, Simon Kenton 1 at the following locations: (Champion) Turkey Foot 2 at the following locations: (Hobart) Summit View												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Inspect and clean all units			X						X			
Check temperature in wash and rinse cycle			X						X			
Descale booster heaters and interior of unit			X						X			
Calibrate and clean float switches			X						X			
Check all connections, bearings and sensors			X						X			
Replace curtains			X						X			
Record service and send report with any recommendations of any required repairs to Student Nutrition Director			X						X			

**THE KENTON COUNTY SCHOOL DISTRICT**  
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**BID SPECIFICATIONS- Page 3 of 3**

The "X" denotes the month when the service is to be performed

<b>STEAM JACKET KETTLES:</b>													
1 at the following locations: Beechgrove, Caywood, Hinsdale, Kenton, Summit View, Woodland, Dixie Heights, Simon Kenton													
2 at the following locations: River Ridge, Ryland, Taylor Mill, White's Tower, Turkey Foot, Twenhofel													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Inspect and clean all units			X						X				
Check all connections including hose and water connections			X						X				
Check and top off jacket water levels			X						X				
Check that kettles are heating properly			X						X				
Record service and send report with any recommendations of any required repairs to Student Nutrition Director			X						X				

<b>ELECTRIC CAN OPENER</b> <i>(Most being Edlund 203)</i>													
1 at the following locations: Beechgrove, Caywood, Ft. Wright, Hinsdale, Kenton, Piner, Ryland, Summit View, Taylor Mill, White's Tower, Turkey Foot, Woodland, Scott, Simon Kenton													
2 at the following locations: River Ridge, Twenhofel, Dixie Heights													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Check blades and gears. Replace if necessary			X						X				

**HOURLY RATES**

Billable hourly time by trade shall commence when the awarded company employee arrives at an assigned school by signing in and ends when the awarded company employee leaves the location by signing out. All contractors must sign in and out at each location. This sign in/out form shall be used to reconcile all billable hours. If no district employee is on-site at the time of arrival or departure, they are required to contact the Student Nutrition Director.



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**BID FORM- Page 1 of 2**

See ~~correc~~Addendum

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda none (Insert the addenda numbers received or the word "none" if no addenda received.)

EXCEPTIONS:

All sales by Hobart are made conditional on acceptance of its Terms of Sale at [hobartservice.com/service-plans/hobart-extended-warranty/terms-and-conditions](http://hobartservice.com/service-plans/hobart-extended-warranty/terms-and-conditions), to the exclusion of any additional or different terms.

**SERVICE WORK**

Guaranteed response time in hours when a service call is received: 4-6 Hours (Emergencies)

**Labor Rates** (hours will be used in both groups for evaluation purposes):

Technician (assume 60 hours/year) \$ 131 /hour

Apprentice (assume 60 hours/year) \$ 131 /hour

1-Week Assignment (40 hours/week, Technician) \$ 131 /hour

1-Week Assignment (40 hours/week, Apprentice) \$ 131 /hour

Note:

No fuel surcharges are permissible

A minimum number of hours per service call may disqualify your bid

**Labor rates of employees who may be called to service the district in conjunction with the journeyman:**

Title	Hourly Rate
<u>All</u>	<u>\$131</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

**MATERIAL MARK-UPS** (assume \$10,000/year for evaluation purposes – ½ for Group A and ½ for Group B)

Mark-up on parts under \$1,000 0 %

Mark-up on parts over \$1,000 0 %

0% on factory parts at [HobartParts.com](http://HobartParts.com).  
40% on 3rd-party purchased parts.

**THE KENTON COUNTY SCHOOL DISTRICT**  
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**BID FORM- Page 2 of 2**

> See corrected bid form in addendum <

<b>Preventative Maintenance GROUP A</b>	<b>March</b>	<b>Sept</b>	<b>Total</b>
Kenton Elementary	\$	\$	\$
Piner Elementary	\$	\$	\$
Ryland Heights Elementary	\$	\$	\$
Taylor Mill Elementary	\$	\$	\$
White's Tower Elementary	\$	\$	\$
Twenhofel Middle School	\$	\$	\$
Woodland Middle School	\$	\$	\$
Scott High School	\$	\$	\$

<b>Preventative Maintenance GROUP A</b>	<b>March</b>	<b>Sept</b>	<b>Total</b>
Kenton Elementary	\$	\$	\$
Piner Elementary	\$	\$	\$
Ryland Heights Elementary	\$	\$	\$
Taylor Mill Elementary	\$	\$	\$
White's Tower Elementary	\$	\$	\$
Twenhofel Middle School	\$	\$	\$
Woodland Middle School	\$	\$	\$
Scott High School	\$	\$	\$

Prices on bid must be valid for the duration of the "Period of Contract", or the bid will not be accepted. We, the undersigned, hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof.

Company Hobart Service - a division of ITW Food Equipment Group LLC

Contact/Title Michael Birt, Bid Manager

Street Address 701 S. Ridge Ave, Troy, OH 45374

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone 937-332-2452 Fax \_\_\_\_\_

E-Mail Address / Payment Terms Michael.Birt@hobartservice.com / Net 30

Authorized Bidder's Signature \_\_\_\_\_ Date 11/3/2021

## CONFLICT OF INTEREST

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. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. 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.

\_\_\_\_\_  
Signature

11/3/2021

\_\_\_\_\_  
Date

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM ORDER FOR YOUR BID TO BE QUALIFIED.**



Solicitation/Contract: 59-SNE-21  
Student Nutrition Kitchen Equipment Service and Preventative Maintenance

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

**FOR BIDS AND CONTRACTS IN GENERAL:**

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

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

The BIDDING AGENCY 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.

Michael L. Birt

Signature

Michael Birt

Printed Name

Bid Manager

Title

10/28/2021

Date

Company Name Hobart Service - a division of ITW Food Equipment Group LLC

Address 701 S. Ridge Ave, Troy, OH 45374

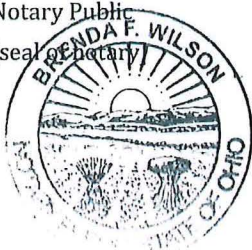
Subscribed and sworn to before me By Michael L. Birt Bid Manager  
(Affiant) (Title)

Hobart Service, a division of  
of ITW Food Equipment Group LLC the 28th day of October, 20 21.  
(Company Name)

Brenda F. Wilson

Notary Public

[seal of Notary]



**BRENDA F. WILSON**

Notary Public  
State of Ohio

Miami County

20

My Commission Expires  
January 29, 2022

My commission expires: 1-29-22





**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
*See correction Addendum*  
**Lower Tier Covered Transactions**

**AD-1048**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME <b>Hobart Service - a division of ITW Food Equipment Group LLC</b>	PR/AWARD NUMBER OR PROJECT NAME <b>59-SNE-21 Student Nutrition Kitchen Equipment Service and Preventative Maintenance</b>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <b>Michael Birt, Bid Manager</b>	
SIGNATURE(S)	DATE <b>11/3/2021</b>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.