



Morgan County Schools
155 University Drive
West Liberty, KY 41472

<https://www.morgan.k12.ky.us/>

*** * * REQUEST FOR PROPOSAL * * ***

REFERENCE:	<u>RFP-FS-0701201901</u>
PUBLIC NOTICE DATE:	<u>Aug 1, 2019</u>
OPENING DATE & TIME:	<u>Monday, August 14, 2019, 9:00 AM, Eastern</u>
CONTRACT PERIOD:	<u>August 15, 2019 – June 30, 2020</u>
SOLICITED ITEMS:	<u>Foodservice Equipment Preventative Maintenance and Repair Services</u>

PURPOSE: The Morgan County School Board, hereinafter DISTRICT, is soliciting sealed proposals for food service equipment preventative maintenance and repair services for the Morgan County School District.

STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR SUBMITTAL: These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. The DISTRICT may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, the specific terms will govern. By submission the bidder acknowledges understanding of, and agreement to these terms and conditions.

Proposal submissions must be received at the Morgan County Schools, 155 University Drive, West Liberty, KY 41472, not later than the above specified opening time and date. Clearly label all proposal submissions with the reference number on the outside of the package. No other form of submission (e.g., telephone, facsimile, telegraph, mail, etc.) will be accepted. Submissions on company forms are subject to rejection. The DISTRICT cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver proposal submissions on time.

2. CLARIFICATION: For clarification or additional information relative to this Request for Proposal contact the Morgan Jason VanHoose at jason.vanhoose@morgan.kyschools.us or 606 743-8017/606 743-8002.
3. PROCUREMENT CONSIDERATIONS: The DISTRICT conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of district to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135)

The DISTRICT shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by DISTRICT shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All DISTRICT bids and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used as a means to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met.

A contract will be entered into by DISTRICT with only responsible bidders who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a bidder's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

DISTRICT shall follow the principles of cost analysis in the review and evaluation of bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

4. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the bid, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

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).

The costs quoted in the bid are correct and have been arrived at 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 this request for bids, designed to limit independent bidding or competition.

The contents of the bid 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 bid and will not be communicated to any such person prior to the official opening of the bid or bids. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The DISTRICT procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the bid and the actions taken by the bidder in preparing and submitting the bid are in compliance with above sections of the Model Procurement Code.

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 provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of the DISTRICT, 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 DISTRICT shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

5. CERTIFICATION REGARDING LOBBYING: The bidder certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. CERTIFICATION CONCERNING 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 electronically signing and submitting its bid or bid, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The DISTRICT. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the 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 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.

7. ERROR IN PROPOSAL: The DISTRICT Board or its designee reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest. The DISTRICT may allow the withdrawal of a proposal where there is a patent error on the face of the document, or where the proposer presents sufficient evidence, substantiated by worksheets, that the bid was based upon an error in the formulation of the price.

8. WITHDRAWAL OF PROPOSAL: All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the DISTRICT Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
9. ADDENDA: The DISTRICT may issue addenda to the RFP after its release.
10. REVIEW: After the public opening of proposals received from this Request for Proposal, DISTRICT staff and officials will review the results, and develop a tabulation based on the best evaluated bid price.
11. CONTRACTOR CERTIFICATION: CONTRACTOR CERTIFICATION/CONTRACTOR'S EMPLOYMENT ELIGIBILITY: By entering the contract, contractor warrants compliance with the federal immigration and nationality act (FINA), and all other federal and state immigration laws and regulations. The contractor warrants that it is in compliance with the various state statutes of all states it is will operate this contract in.

Participating government entities including school districts may request verification of compliance from any contractor or contractor's supplier performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its suppliers are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by state employers, state contractors and state subcontractors in accordance with the e-verify employee eligibility verification program (<http://www.uscis.gov/e-verify>).

Contractor and contractor's vendors and their employees shall not provide services on school district properties until authorized by the district.

Contractor shall comply with governing board policy of the DISTRICT in which work is being performed.

12. NEGOTIATION: The DISTRICT reserves the right pursuant to KRS 45A.370 to negotiate a contract with the top-scored firms. In the event the DISTRICT cannot reach agreement with the top-ranked firms, it may proceed to negotiate with the next highest ranked firm, and so on. It is the DISTRICT'S intent to award a contract to the firm(s) with whom successful negotiations are completed.

Terms and conditions that may be negotiated at the sole discretion of the DISTRICT include but are not limit to issues related to the Technical and/or Cost Proposals.

13. PROTEST PROCEDURES: The DISTRICT Board of Directors or its designee shall have authority to determine protests and other controversies of actual or prospective firms in connection with the solicitations or selection for award of a contract.

Any actual or prospective firm, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Superintendent. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

**Superintendent's Office
Morgan County Schools
155 University Drive
West Liberty, KY 41472**

The DISTRICT shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the DISTRICT shall be final and conclusive.

14. PRE-QUALIFICATION: The DISTRICT reserves the right to pre-qualify any firm. Criteria for qualification shall include:
 - a. Physical Facilities – The offering firm must have the facilities and network infrastructure required to host the website and applications required in this bid safely and securely.
 - b. Financial Capacity - The offering firm shall have financing adequate to ensure solvency throughout the life of the contract. References may be requested to document adequate financial capacity.
 - c. Service Level - If the DISTRICT does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for bid, then three letters of reference from previous customers with projects of similar scope shall be provided.
 - d. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.

15. NON-ASSIGNABILITY OF AWARD: The awarded firm cannot convey this contract to its successors or assigns without the prior, express approval of the Board of Directors of the DISTRICT or its designee.

16. LIABILITY: The awarded firm agrees to protect, defend, and save harmless the DISTRICT from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded bidder further agrees to indemnify and save harmless the DISTRICT from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the bidders, his servants or agents. The awarded firm will hold the DISTRICT harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded firm.

17. ACCOUNTING PRACTICES - During the life of any contract awarded as a result of this Request for Proposal, the successful firm must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms

of invoices, statements, credits, and usage data. 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.

18. **PRODUCT AND SAFETY INFORMATION:** It is the bidder's responsibility to comply with all local, state, and federal regulations.
19. **CONTRACT SUSPENSION:** The DISTRICT may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded firm agrees that they have no legal recourse of any nature against the DISTRICT except for services that are due for prior purchases under the awarded contract. The decision of the DISTRICT regarding suspension and/or termination is final.
20. **TERMINATION FOR CONVENIENCE:** The 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 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).
21. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** The DISTRICT may terminate the resulting contract for non-performance, as determined by the DISTRICT, for such causes as:
 - a. 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 DISTRICT is not in its best interest, or failure to comply with the terms of this contract;
 - b. 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;
 - c. 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
 - d. 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.
22. **DEMAND FOR ASSURANCES:** In the event the 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.

23. NOTIFICATION: The DISTRICT will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the DISTRICT's satisfaction within ten (10) calendar days, the DISTRICT may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.
24. ATTORNEY 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 DISTRICT prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
25. 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 DISTRICT.
 - a. Replacement costs
 - b. Cost of repeating the competitive bidding procedure expenses
 - c. 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 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.

26. SEVERABILITY: If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
27. OTHER CONDITIONS:
 - a. The awarded firm shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
 - b. The awarded firm shall comply with all federal and state requirements for background checks (e.g., KRS 160.380).
 - c. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
 - d. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against the DISTRICT shall be filed in the Morgan County Circuit Court of the Commonwealth of Kentucky.
 - e. The awarded firm assures the DISTRICT they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
 - f. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
 - g. The awarded firm shall provide access to the DISTRICT, the Comptroller General of the United States, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable

Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.

- h. The awarded firm shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- i. The awarded firm shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).
- j. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- k. The awarded firm is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- l. The awarded firm is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- m. The awarded firm is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- n. The awarded firm is and shall remain in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15).
- o. The awarded firm is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- p. By submitting this document, the bidder certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The firm acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- q. The awarded firm 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, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of the DISTRICT, elective or appointive, 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 DISTRICT shall be deemed guilty of a felony and upon

conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

- r. The DISTRICT reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this bid, may or may not be awarded.

SPECIFIC TERMS AND CONDITIONS

These specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as a part of the proposal. The DISTRICT may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, these specific terms will govern.

- 1. AWARD: After the review of the proposals, the DISTRICT Board or its designee may award one or more contracts based on the needs of the district. Awards will be made to the highest scored responsive and responsible bidder(s). Bidders deemed not responsive and/or not responsible will be rejected and no further evaluation of their bid submission will occur.

The DISTRICT will evaluate and score preliminary proposals according to the following:

Criteria	Points
Pricing	75
Service History and Experience	15
References	10
Total	<u>100</u>

- 2. BEST AND FINAL OFFER: If following preliminary scoring additional information is necessary to make a final decision, the DISTRICT may ask the top scored offerors to submit their best and final offer. The DISTRICT may request only one best and final offer. The opportunity to request a best and final offer shall be at the discretion of the DISTRICT. The DISTRICT will notify the top scored firms in writing of the request for a best a final offer. The request will include the areas to be addressed by the offer and the date and time by which the offer must be received. No discussion shall be conducted with offerors after submission of a best and final offer except for a compelling reason as determined in writing by the DISTRICT.

After review of the best and final offers, the DISTRICT may award a contract or contracts to those respondents whose proposal(s) are determined in writing to be the most advantageous to the DISTRICT.

- 3. CONTRACT PERIOD: The initial contract period of any contract awarded as a result of this bid is from the date of contract award to June 30, 2020. The contract may be extended on an annual basis by the DISTRICT not to exceed five years in total including the first contract period. The DISTRICT shall notify the awarded bidder in writing of its intent to extend or not to extend the contract by April 15th of each year. If the DISTRICT notifies the awarded bidder of intent to extend the contract by one year, awarded bidder shall respond in writing by May 1st that it either does or does not intend to extend the contract. If both parties agree to extend the

contract by one year, awarded bidder shall respond by June 1 with any necessary price increases or decreases for contract year.

Any contract extension is contingent upon written agreement of the DISTRICT and the awarded bidder. The bid will not be extended beyond any current year unless expressly approved by the DISTRICT. The DISTRICT reserves the right on any contract extension to revise, update, or supplement the contract.

The DISTRICT reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed.

4. **PRICE ADJUSTMENTS:** All contract pricing shall remain firm for the duration of the awarded contract. Upward and downward price adjustments are permissible based on documented changes in the Consumer Price Index for All Urban Consumers (CPI-U). The awarded bidder shall notify the DISTRICT 60-days prior to renewal of any requested price increases or decreases.
5. **SCOPE OF SERVICES:** The DISTRICT is seeking to contract with a qualified and experienced vendor(s) to provide food service equipment preventative maintenance and repair services for district facilities.

The Scope of Work and Specifications define the quality and characteristics of the desired services. They are based upon specifications for known acceptable services. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, which meet the quality and performance characteristics in the specifications. The DISTRICT shall have the final decision as to whether or not to accept alternate solutions.

6. **SERVICE SPECIFICATIONS:**
 - a. **Preventative Maintenance Services for attached food service equipment list and locations**
 - i. Perform service 2 times per year on all cafeteria equipment for Morgan County Schools. Service schedule must be approved by School Nutrition Director and include the following:
 - Check motors and fans on all equipment
 - Check ignitors
 - Check thermostats and temperature ranges
 - Clean evaporator and condenser coils (1) time per year
 - Clean and sanitize equipment
 - Detailed report of findings after each service period
 - b. **Repair Services for attached food service equipment list and locations**
 - i. A repair technician should be onsite within 24 hours to diagnose and/or repair (if parts are available) equipment once a problem is reported by the DISTRICT.
 - ii. Identification issue of equipment, (why it's not performing according to its purpose)
 - iii. Determining list of parts needed to repair the equipment
 - iv. Fix the equipment and provide detailed report of what was suspected to have occurred that cause the equipment to fail
 - v. Hold any/all certifications to make the repairs from appropriate vendors that maintain warranties on all equipment.
 - vi. Provide itemized invoices spelling out what is being charged.
 - vii. Be on-call to respond to any equipment issues within 24-hour notification

viii. No charge for 1 ½, 2x work time, no overtime without prior approval, and discussion.

7. INVOICES: Any related billing documents must be guaranteed to be accurate and only reflect charges actually incurred by owner. Repeated instances of inaccurate or over-billing may result in contract termination.
8. RFP RESPONSE: In addition to the RFP certification form and the resident bidder affidavit (if applicable), please submit a narrative response to each of the following prompts:
 - a. Company Background:
 1. Provide company's official registered name.
 2. Provide a brief history of your company, including the year it was established.
 3. If you are a certified W/MBE vendor, provide the percentage of your business that is with W/MBE suppliers.
 4. Provide your company's Dun & Bradstreet (D&B) number.
 5. Define your standard terms of payment.
 6. Provide three references from customers in the education sector (Kentucky preferred).
 - b. Pricing: All pricing submitted must be inclusive of all fees, travel rates, and service charges. Provide pricing for the following services:
 1. Preventative Maintenance Services for attached food service equipment list and locations.
 2. Repair Services for attached food service equipment list and locations.
 - c. Additional Information: Describe any/all other features, advantages and benefits of your organization that you feel will provide the DISTRICT additional value and benefit.

FOODSERVICE EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIR SERVICES PROPOSAL

RFP-FS-0701201901

REQUEST FOR PROPOSAL CERTIFICATION

We have read all the conditions and requirements of the request for proposal. In compliance with all general and specific terms and conditions of the request for proposal, in consideration of the detailed description attached hereto, and subject to the statements thereof, the undersigned agrees that, upon proper acceptance by the DISTRICT, of any part of the offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

RFP CERTIFICATION

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

RFP CLARIFICATION (Please provide contact information if the person authorized to answer questions regarding this RFP is different from above.)

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

Attachment: Morgan County List of Kitchen Equipment

DESCRIPTION	TAG #	SERIAL/PARCEL	LOCATION DESC	MANUFACTURER	MANUFACTURER NAME	MODEL
DISHWASHER COMMERCIAL	11239		EAST VALLEY ELEMENTARY	HOBAR	HOBART CORPORATION	C44AW
BOOSTER HEATER SINK 3 BASIN 2 DRAINBOARD	11241	1325499112	EAST VALLEY ELEMENTARY	HATCO	HATCO	C524
COOLER WALK-IN CART TRAY & SILVERWARE S/S WARMER FOOD COUNTER	11244		EAST VALLEY ELEMENTARY	BROWN	BROWN APPLIANCE PARTS CO, INC.	
SERVING COUNTER	11246		EAST VALLEY ELEMENTARY	COLOR	COLORPOINT	
SERVING COUNTER	11247	H95B1503	EAST VALLEY ELEMENTARY	COLOR	COLORPOINT	5EACPA
SERVING COUNTER	11248	H95C1505	EAST VALLEY ELEMENTARY	COLOR	COLORPOINT	60CFM
SERVING COUNTER	11249	H95C1504	EAST VALLEY ELEMENTARY	COLOR	COLORPOINT	60CFM
WARMER FOOD COUNTER	11250		EAST VALLEY ELEMENTARY	COLOR	COLORPOINT	5E4CPA
CART TRAY & SILVERWARE S/S RANGE GRIDDLE TOP	11251		EAST VALLEY ELEMENTARY			
HOOD EXHAUST S/S	11255		EAST VALLEY ELEMENTARY	VULCA	VULCAN	
HOLDING CABINET 1 DOOR	11256		EAST VALLEY ELEMENTARY	CAPTI	CAPTIVE AIR HOBART CORPORATION	QH1
HOOD EXHAUST S/S	11260		EAST VALLEY ELEMENTARY	HOBAR		
HOOD EXHAUST S/S	11266		EAST VALLEY ELEMENTARY	CAPTI	CAPTIVE AIR HOBART CORPORATION	
SLICER MEAT SINK 2 BASIN 3 DRAINBOARD	11272	561014692	EAST VALLEY ELEMENTARY	HOBAR		1612E
CONVECTION OVEN	14024	14J02199 2015B000758	EAST VALLEY ELEMENTARY	SOUTH	SOUTHBEND	SLES/20S C
COMBI OVEN PASS THROUGH REFRIGATOR MIXER FOOD FLOOR	14025	5	EAST VALLEY ELEMENTARY	UNOX	Unox	XAV605EP HV
FREEZER WALK-IN	14078		EAST VALLEY ELEMENTARY			
FREEZER WALK-IN	14080	111029558	EAST VALLEY ELEMENTARY	HOBAR	HOBART CORPORATION	D300T
COMBI OVEN	14081		EAST VALLEY ELEMENTARY			
COMBI OVEN	14113	2015G004459 3	EAST VALLEY ELEMENTARY	UNOX	Unox	XAVC- 10FS-HPR
DISHWASHER COMMERCIAL	10687		EZEL ELEMENTARY	HOBAR	HOBART CORPORATION	
SINK 3 BASIN	10689		EZEL ELEMENTARY			

DISHWASHER	12783		MORGAN CENTRAL ELEMENTARY	HOBAR	HOBART CORPORATION	C41A
BOOSTER HEATHER SOILED DISH COUNTER	12784		MORGAN CENTRAL ELEMENTARY	HALCO	HALCO	C-54
CLEAN DISH COUNTER	12785		MORGAN CENTRAL ELEMENTARY	NUTRI	NUTRIONICS	
THREE COMPARTMENT SINK	12786		MORGAN CENTRAL ELEMENTARY	NUTRI	NUTRIONICS	
TWO COMPARTMENT SINK	12787		MORGAN CENTRAL ELEMENTARY	NUTRI	NUTRIONICS	
GARBAGE DISPOSAL	12788		MORGAN CENTRAL ELEMENTARY	NUTRI	NUTRIONICS	
	12789		MORGAN CENTRAL ELEMENTARY	ISE	ISE	SS-100-7- CC101
CASHIER'S STAND	12792		MORGAN CENTRAL ELEMENTARY	COLOR	COLORPOINT	36CSE
ICE MACHINE	14116		MORGAN CENTRAL ELEMENTARY			
PROCESSOR FOOD WARMER FOOD COUNTER	10439	1021222	MORGAN COUNTY MIDDLE	HOBAR	HOBART CORPORATION	FP150
WARMER FOOD COUNTER	10876		MORGAN COUNTY MIDDLE			
WARMER FOOD COUNTER	10879		MORGAN COUNTY MIDDLE			
HOLDING CABINET 2 DOOR	10881	32530666	MORGAN COUNTY MIDDLE	HOBAR	HOBART CORPORATION	QH2
FOOD SERVICE SINK 3 BASIN 2 DRAINBOARD	10883		MORGAN COUNTY MIDDLE			
DISHWASHER COMMERCIAL	10884		MORGAN COUNTY MIDDLE			
	10887	12121324LJ	MORGAN COUNTY MIDDLE	HOBAR	HOBART CORPORATION	C44
CHOPPER STOCK	10889		MORGAN COUNTY MIDDLE	HOBAR	HOBART CORPORATION	
SLICER MEAT	10894	56869865	MORGAN COUNTY MIDDLE	HOBAR	HOBART CORPORATION	1712
COOLER WALK-IN	10908	53881838	MORGAN COUNTY MIDDLE	HOBAR	HOBART CORPORATION	W
FREEZER WALK-IN SINK 2 BASIN 2 DRAINBOARD	10909		MORGAN COUNTY MIDDLE			
	12187		MORGAN COUNTY MIDDLE			
KETTLE COLD PASS THROUGH CONVECTION	12838		MORGAN COUNTY MIDDLE	MARKE	MARKET FORGE	
DOUBLE STACK OVEN	12914		MORGAN COUNTY MIDDLE			
	13183	541040433 - 541040434	MORGAN COUNTY MIDDLE	VULCA	VULCAN	VC4GD-10

BOOSTER HEATER CONVECTION DOUBLE STACK OVEN	14026	5374811433	MORGAN COUNTY MIDDLE			
	14083	541045263 - 541045264	MORGAN COUNTY MIDDLE	VULCA	VULCAN	VC4GD-10
COMBI OVEN RANGE HOOD SUPPRESSION SYSTEM	14084	44910002	MORGAN COUNTY MIDDLE	ELECT	ELECTROLUX	
TILTING SKILLET BRAISING PAN	14085 14114	98602-11NN- 4133	MORGAN COUNTY MIDDLE	SOUTH	SOUTHBEND	BGLT-40
Planetary Mixer WALK-IN COOLER FREEZER	14118 14007	7320508	MORGAN COUNTY MIDDLE WRIGLEY	GLOBE	GLOBE	SP30
HOOD SYSTEM, NO FIRE SYSTEM	14008		ELEMENTARY WRIGLEY	LOUIS	LOUISVILLE COOLER	
KETTLE 40 GAL TILTING UTILITY DISTRIBUTION SYSTEM	14009 14010	93935	ELEMENTARY WRIGLEY	CAPTI	CAPTIVE AIR	DEES-40
COMBI-OVEN STEAMER	14011	23910001	ELEMENTARY WRIGLEY	ELECT	ELECTROLUX	267283
COMBI-OVEN STEAMER	14012	22010003	ELEMENTARY WRIGLEY	ELECT	ELECTROLUX	267283
COVECTON OVEN - DOUBLE STACK PASS THROUGH	14013	13K77028-2	ELEMENTARY WRIGLEY	SOUTH	SOUTHBEND	EB/20SC RS-2D-S1- PT
REFRIGERATOR PASS THROUGH	14014	M1313487	ELEMENTARY WRIGLEY	VICTO	VICTORY	RS-2D-S1- PT
REFRIGERATOR PASS THROUGH	14015	M1313488	ELEMENTARY WRIGLEY	VICTO	VICTORY	PT
HEAT N HOLD PASS THROUGH	14016	20131023-072	ELEMENTARY WRIGLEY	WINST	WINSTON	CA8522GJ
HEAT N HOLD	14017	20131023-073	ELEMENTARY WRIGLEY	WINST	WINSTON HOBART	CA8522GJ
SLICER	14018	63-1024-732	ELEMENTARY WRIGLEY	HOBAR	CORPORATION	HS7
DISHWASHER CONDENSATE HOOD	14021 14022	RE13107121	ELEMENTARY WRIGLEY ELEMENTARY	CHAMP CAPTI	CHAMPION CAPTIVE AIR	44DR