



**SCHOOL DISTRICT OF
MADISON COUNTY PUBLIC SCHOOLS
RICHMOND, KENTUCKY**

REQUEST FOR PROPOSAL

RFP # 2017-R08

**MAINTENANCE SERVICES
HVAC, ELECTRICAL, PLUMBING, GENERAL MAINTENANCE,
CONCRETE WORK, LIGHT EXCAVATING
*IMMEDIATE FILL***

PROPOSAL SUBMISSION DEADLINE: 3:00 PM, FRIDAY, JUNE 15, 2018

This document constitutes a Request for Proposal for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for Madison County Public Schools.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of [KRS 45A](#) and other statutes and policies noted in this RFP.

A contract based on this RFP may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Madison County Board of Education.

The following terms are interchangeable: Madison County School District, Madison County Public Schools, Madison County Schools, Madison County, the school district, the District and MCPS

The following terms are interchangeable: Solicitation, Request for Proposal, and RFP

The following terms are interchangeable: Offeror, Vendor, Proposer, Bidder, Contractor

The following terms are interchangeable: Cost and Price

The following terms are interchangeable: Commonwealth of Kentucky and Commonwealth

The Chief Procurement Officer is the Superintendent of Madison County Public Schools.

DEFINITIONS

ADDENDA

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

PROPOSAL

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

OFFEROR

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

PROPOSING DOCUMENTS

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

RFP

Request for Proposal

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

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MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Madison County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. Madison County Schools function under the [Model Procurement Code, Kentucky Revised Statutes 45A](#), which allows the school system to function by approved regulations. Copies of these regulations are on file in the Madison County Public Schools Finance Department and may be picked up between the hours of 8:00 am and 4:00 pm (EST), Monday through Friday. It is the responsibility of the offeror to be familiar with these Regulations.

VENDOR PROPOSAL SUBMISSION CHECKLIST

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

THE SOLICITATION RESPONSE COVER PAGE AND PROPOSAL *MUST BE SIGNED*.

SUBMIT IN ENVELOPE OR BOX

- ATTACHMENT A (*signed*) - SOLICITATION RESPONSE COVER PAGE
 - PROPOSAL (*signed*)
 - Include all required areas and the specific areas for which you are bidding.
 - BE SURE TO SIGN YOUR PROPOSAL.
 - ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT [This is optional during the RFP process but is required within 3 business days of preliminary notice of contract award.]
 - ATTACHMENT B - NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM
 - ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
 - ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT
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PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

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

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

STATEMENT PURSUANT TO KRS 45A.990

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF MADISON 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 MADISON COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT

LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF MADISON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

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INSTRUCTIONS AND CONDITIONS

Note: All time references in this RFP refer to the Eastern Time Zone.

Release of RFP	6/26/17
Proposals Due by 3:00 pm	6/15/18
In-person, mailed, and courier-delivered proposals shall be delivered to Madison County Schools Board Office, located at 301 Highland Park Drive, Richmond, Kentucky 40475. All bidders are cautioned to be aware of check-in, security procedures, and potential long lines at the Board Office. Delays due to these procedures shall not be justification for acceptance of a late proposal. All proposals shall be date and time stamped and initialed by the MCPS employee on duty.	

ARTICLE 1 - RFP POSTING

1.1

Electronic copies of the RFP and addenda may be downloaded anytime from the MCPS website, <http://www.madison.kyschools.us/Content/purchasing>, while the RFP is posted.

1.2

Hard copies of the RFP and addenda may be picked up at the Madison County Schools District Office at 301 Highland Park Drive, Richmond, KY 40475 between 8:00 am and 4:00 pm (Eastern Time), Monday through Friday (except for observed holidays and closures) prior to the submission deadline.

ARTICLE 2 - QUESTIONS

Please direct questions to:

Chuck Cash
Director of Districtwide Service
700 North Second Street
Richmond, KY 40475
859-625-6030

ARTICLE 3 - DATE AND TIME OF CLOSING

3.1

Proposals will be received until 3:00 pm (EDT), Friday, June 15, 2018. Essentially, this RFP remains open – at least through June 15, 2018. This allows to the District to immediate fill critical needs.

ARTICLE 4 - SCOPE OF WORK

The purpose of this RFP is to solicit proposals from qualified vendors to provide Maintenance Services for the Madison County School District, its buildings, and its grounds.

This RFP will remain open until June 15, 2018. Upon receipt of appropriate documents, the District may contract with all responsive and responsible Contractors who meet the requirements below.

As projects become available, the District will seek price quotes from contracted vendors, time permitting. This means that emergency work may not permit time for multiple quotes.

Madison County Public Schools is seeking proposals for the provision of Heating, Ventilation, and Air Conditioning (HVAC), Electrical, Plumbing, General Maintenance, Concrete work, and Light Excavating services.

The District is seeking a time and materials contract with a standard hourly rate, overtime hourly rate and weekend/holiday hourly rate from established and licensed HVAC, Electrical, Plumbing, and General Maintenance Contractors. Contractor must be able to provide the District qualified and appropriately licensed workers with basic tools and vehicles on an “as needed basis” to assist with preventative, routine, and emergency repairs and maintenance of existing facilities. The District reserves the right to bid large, \$5,000+ projects independent of this agreement.

Concrete work will be bid on a price per square foot basis.

Proposals will be evaluated on criteria deemed to be in the best interest of the District, including but not limited to price, experience of the Contractor and its employees, responsiveness to the terms and conditions of this RFP, ability to meet specifications, and references. The District reserve the right to accept bids which, in its opinion, are in the best interest of the District.

The District reserve the right to award this contract in whole, in part, or not at all so that its best interest is served. The District also reserve the right to waive informalities and minor irregularities in proposals received, to request additional information, and to negotiate with contractors.

Formal presentations may be requested from vendors at the District’s request.

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ALL CONTRACTORS SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE BELOW "GENERAL CONDITIONS FOR ALL TRADES CONTRACTORS." CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

GENERAL CONDITIONS FOR ALL TRADES CONTRACTORS

SERVICE CALLS

HOURS OF WORK - It is intended that the Contractor shall accomplish most work during normal business hours and on a straight time basis. Standard hours of work shall be Monday - Friday, 7:00 am to 5:00 pm, excluding District-observed holidays and closures, unless otherwise directed in writing by the District. All routine work will be scheduled as to minimize disruption during school hours. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the District Maintenance Department.

- Subcontracting will NOT be permitted. All workers shall be employees of the contractor.
- The Contractor shall submit for each job a Service Contractor Work Order. The work order must be signed by a District representative.
- The Contractor must check in and out with the District Maintenance Department or other authorized district employee to determine the tasks required and open a work order that specifies the work and labor force required.
- All material and debris from the work shall be removed by the Contractor. Premises shall always be left clean.
- The District Maintenance Department or other authorized district employee is expected to sign off on the work order before the contractor leaves the work site.
- Within 24 hours of completing the service, the Contractor shall notify the District that the work has been completed. If major services are required, the Contractor shall submit a detailed cost estimate to the District and obtain approval from the authorized representative prior to commencing work.

Hours worked and charged to the District shall only include the actual time extended on the job, and shall not include travel time or meal times.

EMERGENCY REPAIRS RESPONSE TIME - The contractor shall acknowledge all emergency service calls within 2 hours of the calls being placed. Response to calls from the District for emergency service is required 24 hours a day, seven days a week. Contractors must have an interactive paging or telephone answering service, or a cell phone number that is available 24 hours a day 7 days a week. Unresponsive answering machines are not acceptable. Repair personnel shall arrive at the designated job site not later than 4 hours after an authorized Madison County Public Schools employee has made notification that an emergency repair is required.

NON-EMERGENCY REPAIRS RESPONSE TIME - Repairs must commence within 3 business days of receipt of a work order initiated by the District.

NUMBER OF WORKERS - The hourly rates reflect the amount a contractor will charge per hour; not per hour, per person. Only one tradesman shall be assigned to work on a job unless the job deems it necessary to have more than one worker. Prior permission must be received before the contractor can assign more

than one worker per job, including apprentices and helpers. The District reserves the right to question whether additional personnel are warranted on a job based upon each job quote/proposal. Special attention will be given to allow for assistance when needed or when an unexpected parts acquisition is needed. However, the contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment, and supplies to perform the project with minor off-site time and travel (to avoid unnecessary delays in finishing the job).

CONTRACTOR'S PERSONNEL - The Contractor shall only use trained personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor and/or any technician who perform oversight of the work shall hold a valid, applicable Kentucky License.

MATERIALS SAFETY DATA SHEETS

Contractors agree to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture when deliveries are made.

LAWS

Contractors agree to comply with all requirements and all applicable Federal, [State](#), Local, and industry laws and regulations.

PERMITS AND LICENSES

Except for Electrical work, the Contractor shall be responsible to obtain all necessary permits for work performed. This District obtains its own permits for Electrical work. Payments for permits and licenses will be based on the billed cost to the Contractor. This pay provision relates to permits and licenses that are exclusive and for one-time use for work performed under this contract.

SUB-CONTRACTING

The Contractor shall not sub-contract any portions of work without the consent of the District Maintenance Department.

EQUIPMENT RENTAL

Any equipment that is rented by the Contractor in the performance of this contract shall be authorized by the District Maintenance Department and charged to the District at the same rate as billed to the Contractor by the rental company.

INSPECTION

Madison County Public Schools reserves the right to inspect all work in progress or completed. Any omission or failure on the part of Madison County Public School's representatives to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall do the work again to the District's satisfaction at no extra cost to the District.

If the contract documents or any laws, ordinances, or regulations of any public authority require any work to be tested or approved, the Contractor shall give the District adequate notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the proper authorities, be uncovered for examination at the Contractor's expense.

REPORTS

The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to Madison County Public Schools upon request

and shall reflect cumulative dollar figures for each wage/labor category, Contractor cost, and applicable markup for parts and/or materials, and costs for authorized equipment rental.

WARRANTY OF MATERIALS AND WORKMANSHIP

Contractor shall protect all walls, floors, ceiling, and furniture from any damage. Damage to the building caused by the contractor shall be repaired or replaced at the service company’s expense. All trash, dirt, and dust must be removed from the site.

All work provided under this contract shall have, as a minimum, a 1-year warranty from the date of final acceptance against any latent defects, design, materials, workmanship, and installation. All workmanship shall conform to best practices in the trade and be performed by skilled and licensed labor in the field and comply with all federal, state, and local laws and regulations

Contractor shall provide a written a 1-year warranty for installed equipment. The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the contract shall be new and top quality and meet the contract requirements. The Contractor further warrants all workmanship shall be top quality and in accordance with the contract documents. All workmanship shall conform to best practices in the trade and be performed by skilled and licensed labor in the field and comply with all federal, state, and local laws and regulations. Work not conforming to these warranties shall be considered defective. The District will reject any unsatisfactory services and require them to be done to the District’s satisfaction at no extra cost to the District.

PAYMENT

The Contractor will be paid per approved invoice. An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who completed the work (and their trade skill levels), who authorized it, and the applicable work order. Additionally, it will detail the unit cost and extended cost for each wage/labor category, Contractor cost and applicable markup for parts and materials and costs, and for authorized equipment rental.

The invoice must show the labor hours and costs, the contractor cost, the mark-up of all materials used, and any other miscellaneous charges. If a permit was required, the work order must have the inspector’s signature. A copy of the work order must accompany the invoice submitted for payment of the work.

The Contractor shall submit for each job an invoice listing the materials used and labor hours expended. Materials shall be invoiced at actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. Copies of the Contractor’s own material invoices shall be made available to the District upon request. Labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job and *shall not include travel time and meal times*. Invoices shall be submitted within fifteen 15 days of completion of services to Madison County Schools, Accounts Payable, 301 Highland Park Drive, Richmond, KY 40475. Invoices shall be paid by the District within 30 calendar days of receipt.

ALL CONTRACTORS SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE “GENERAL CONDITIONS FOR ALL TRADES CONTRACTORS.” CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

CONTRACTOR REQUIREMENTS - FOR ALL TRADES

Contractors must meet the following requirements:

Licensed to perform work within the State of Kentucky and be OSHA certified ([minimum 10-hour certification](#)).

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____

Have been regularly and actively engaged in the applicable contracting business, operating under the same business name and business organization structure, and performed the type of work described in the applicable Scope of Work for a minimum of 3 years.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____

Maintain a 24-hour, 7 days per week emergency response telephone number that is staffed by a person (cell phone is acceptable) and not just an answering machine.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____

Carry the required amount of insurance stated in Article 47. Certification of insurance shall be provided to Madison County Public Schools prior to commencement of work and not later than 15 calendar days from notice of contract award. Insurance shall remain effective during the full term of the Contract.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____, OR WILL OBTAIN THE INSURANCE IF AWARDED A CONTRACT: _____

CONTRACTORS MUST PROVIDE 3 REFERENCES that are satisfactory to Madison County Public Schools and will serve to illustrate the ability of your firm to act as the primary conveyor to accomplish the services. References used for this purpose shall be public agencies, commercial, or industrial accounts for which your company has provided services while serving in the capacity as the primary contractor, versus a subcontractor, and has maintained a contractual work agreement for accomplishing these services for a period not less than 12 consecutive months.

Madison County Public Schools may be a reference.

REFERENCE #1

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #2

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #3

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

A District evaluation team will deem your responses to all the above as *Pass, Fail, or Requires Clarification*. Once clarification is obtained, it will be deemed *Pass* or *Fail*.

Failing responses will be disqualified.

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TRADE #1: HEATING, VENTING, AND AIR CONDITIONING (HVAC)

SCOPE OF WORK

All work shall be performed by a licensed Master HVAC Contractor, Journeyman HVAC Mechanic, or a registered Apprentice employed by a Master HVAC Contractor and working under the direct supervision of a Master HVAC Contractor or Journeyman HVAC Mechanic.

The [Section 608 Refrigeration Recycling Rule](#)—part of the Clean Air Act in 1990—requires that all technicians performing service, maintenance, or disposal of equipment that could release refrigerants (e.g., CFCs) into the atmosphere become certified by an EPA-approved organization and pass a test.

Contractor shall provide all labor, materials, transportation, equipment, and supervision necessary for the satisfactory preventative maintenance, routine repair, and emergency repair of all heating, refrigeration, ventilation, and air conditioning systems on the Madison County Public Schools campuses.

Where and when requested, the Contractor shall inspect all HVAC equipment and systems (including, but not limited to, rooftop intake and exhaust units, motors, linkages, timers, switches, pulleys and belts) and grease, oil and clean the equipment where and when necessary. Contractor shall be responsible for all District building temperature control systems.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

HVAC CONTRACTOR SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE THE ABOVE SCOPE OF WORK. CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

HVAC CONTRACTOR'S BID RATES

MASTER HVAC CONTRACTOR

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

JOURNEYMAN HVAC MECHANIC

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

REGISTERED APPRENTICE

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

[HVAC CONTRACTOR – continued]

MATERIAL MARK-UP RATE _____ %

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

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TRADE #2: ELECTRICAL

SCOPE OF WORK

All work shall be performed by a licensed Master Electrician or Electrician.

When necessary, the District will obtain its own permits for jobs. The district may also purchase its own materials for electrical jobs, but please state your materials mark-up rate below in case we need you to provide them.

Where and when requested, the Contractor shall perform the following (but not limited to) services as applicable:

- Troubleshoot, install, repair, or replace light fixtures, power outlets, light ballasts, web-based lighting control systems, and outdoor building and parking lot lighting systems.
- Troubleshoot, install, repair, or replace main transformer secondary’s feeders, distribution gear, branch circuit, main and subpanels electrical panels, and circuit breakers.
- Troubleshoot, install, repair, or replace motors, VFDs, and motor starters.
- Troubleshoot, install, repair, or replace of lighting motion sensor, digital projector cabling, and wireless clock and bell systems.
- Troubleshoot, install, repair, or replace fire alarm systems.
- Troubleshoot, install, repair, or replace indoor and outdoor scoreboard systems.
- Troubleshoot, repair, and replace general electrical equipment installed in District buildings and other areas on the District properties.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

ELECTRICAL CONTRACTOR SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE THE ABOVE SCOPE OF WORK. CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

ELECTRICAL CONTRACTOR’S BID RATES

MASTER ELECTRICIAN

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

ELECTRICIAN

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

MATERIAL MARK-UP RATE _____%

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

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TRADE #3: PLUMBING

SCOPE OF WORK

All work shall be performed by a Master Plumber or Journeyman Plumber.

The work may include, but is not limited to, repair and replacement of all plumbing equipment, repair and replacement of water and gas piping systems, installation of kitchen equipment, water fountains, boilers, disposals, and similar related plumbing work at various locations throughout the District. Projects will typically be limited in size and scope of work required. It shall be the responsibility of the vendor to supply all necessary tools and equipment to perform the work.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

PLUMBING CONTRACTOR SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE THE ABOVE SCOPE OF WORK. CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

PLUMBING CONTRACTOR'S BID RATES

MASTER PLUMBER

REGULAR WORK HOURS \$ _____/HOUR
OVERTIME WORK HOURS \$ _____/HOUR
WEEKEND/HOLIDAY HOURS \$ _____/HOUR

JOURNEYMAN PLUMBER

REGULAR WORK HOURS \$ _____/HOUR
OVERTIME WORK HOURS \$ _____/HOUR
WEEKEND/HOLIDAY HOURS \$ _____/HOUR

APPRENTICE PLUMBER

REGULAR WORK HOURS \$ _____/HOUR
OVERTIME WORK HOURS \$ _____/HOUR
WEEKEND/HOLIDAY HOURS \$ _____/HOUR

MATERIAL MARK-UP RATE _____%

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

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TRADE #4: GENERAL MAINTENANCE

SCOPE OF WORK

General maintenance and repairs may include services from any available trades or any combination of trades, such as, carpentry, masonry, concrete, steel fabrication, flooring, carpeting, drywall, glazing, roofing, welding, painting, and specialties (which may include, pre-finished manufactured items, bulletin/whiteboards, signs, partitions, shelving, directory boards, mailboxes and display cases).

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

GENERAL MAINTENANCE CONTRACTOR SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE THE ABOVE SCOPE OF WORK. CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

GENERAL MAINTENANCE CONTRACTOR'S BID RATES

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

MATERIAL MARK-UP RATE _____%

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

[The remainder of this page intentionally left blank]

TRADE #5: CONCRETE WORK

SCOPE OF WORK

All work shall be performed by a licensed and insured contractor. Contractor must provide its own equipment.

Concrete work involves small projects such as sidewalks, steps, patching, etc. Prices are bid per finished square foot. This includes prep, forming, pouring, finishing, and clean-up.

This is not intended to be for large projects. Those will be bid individually.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

CONCRETE CONTRACTOR SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE THE ABOVE SCOPE OF WORK. CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

CONCRETE CONTRACTOR'S BID RATES

PRICE PER FINISHED SQUARE FOOT \$ _____

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

[The remainder of this page intentionally left blank]

TRADE #6: LIGHT EXCAVATING

SCOPE OF WORK

All work shall be performed by a licensed and insured contractor. Contractor must provide its own equipment.

Light excavating may be needed to prepare areas for small construction projects and/or for preparing areas for other contractors to perform services after.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

LIGHT EXCAVATING CONTRACTOR SHALL ATTACH A SIGNED AND DATED DOCUMENT TO ITS PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE THE ABOVE SCOPE OF WORK. CONTRACTOR SHALL NOTE ANY AREAS THAT IT CANNOT MEET.

GENERAL MAINTENANCE CONTRACTOR’S BID RATES

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

[The remainder of this page intentionally left blank]

ARTICLE 5 - PROPOSAL

5.1

The Proposal is everything completed above this section.

The Proposal is Pass/Fail. It does not have a point value.

5.2

Information should be labeled and submitted in the order shown on the VENDOR PROPOSAL SUBMISSION CHECKLIST on page 3.

5.3

The PROPOSAL must be signed in ink. Any unsigned proposal will be rejected.

ARTICLE 6 - N/A

ARTICLE 7 - OTHER PROPOSAL INFO

7.1

By submitting a proposal, the vendor indicates that it has read, understands, and agrees to all the specifications outlined in this RFP.

7.2

Mail or deliver the Proposal to the Madison County Schools District Office at 301 Highland Park Drive, Richmond, KY 40475.

7.3

The Board of Education will not assume responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. These will be considered non-responsive.

7.4

After final execution of the awarded Contract(s), all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data.

ARTICLE 8 - N/A

ARTICLE 9 - AWARD OF CONTRACT

Upon determining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract will be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.

ARTICLE 10 - RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, Madison County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit (included in this RFP) affirming that it meets the criteria as set forth in the above referenced statute.

ARTICLE 11 - PERIOD OF CONTRACT

The initial contract period is expected to be from May 2017 or upon Board approval (whichever is later) through June 30, 2018. There are options for two (2) 2-year renewals upon mutual agreement of the parties. The first renewal option will be from July 1, 2018 to June 30, 2020. The second renewal option will be from July 1, 2020 to June 30, 2022.

Pricing may be negotiated prior to contract renewals.

ARTICLE 12 - INVOICING

The Contractor will be paid per approved invoice. An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who completed the work (and their trade skill levels), who authorized it, and the applicable work order. Additionally, it will detail the unit cost and extended cost for each wage/labor category, Contractor cost and applicable markup for parts and materials and costs, and for authorized equipment rental.

The invoice must show the labor hours and costs, the contractor cost, the mark-up of all materials used, and any other miscellaneous charges. If a permit was required, the work order must have the inspector's signature. A copy of the work order must accompany the invoice submitted for payment of the work.

The Contractor shall submit for each job an invoice listing the materials used and labor hours expended. Materials shall be invoiced at actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. Copies of the Contractor's own material invoices shall be made available to the District upon request. Labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job and *shall not include travel time and meal times*. Invoices shall be submitted within fifteen 15 days of completion of services to Madison County Schools, Accounts Payable, 301 Highland Park Drive, Richmond, KY 40475. Invoices shall be paid by the District within 30 calendar days of receipt.

MAINTENANCE OF RECORDS

Successful bidders must maintain records for a minimum of three years after the final payment on the contract.

ARTICLE 13 - DISCUSSION OF PROPOSALS

13.1

The MCPS Buyer may conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.

13.2

The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.

13.3

The District reserves the right to seek Best and Final Offers from vendors.

ARTICLE 14 - TREATMENT OF PROPOSALS

14.1

Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. After award of contract(s), all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.

14.2

Contracts may be awarded based on the proposals as submitted, or the District may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

15.1

All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the MCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.

15.2

Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals *prior* to the closing time designated for receipt of proposals.

15.3

Any modification shall be so worded as not to reveal the amount of the original proposed cost. To do so will render the modification and original proposal invalid.

15.4

Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 16 - INTERPRETATION OR CORRECTION OF RFPs

16.1

Offerors shall promptly notify the MCPS Buyer of any ambiguity, inconsistency, or error that it may discover upon examination of the RFPs or of the local conditions.

16.2

Any interpretation, correction, or change of the RFP will be made by addendum, issued by the MCPS Buyer, and posted to the MCPS website. Vendors are encouraged to check the website often. Interpretations, corrections, or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, and changes.

ARTICLE 17 - ADDENDA

17.1

Addenda will be posted to the [MCPS website](#) and will also be available in hard copy form at the Madison County Schools District office, located at 301 Highland Park Drive, Richmond, KY 40475. **It is important for vendors to check the website often for posted addenda.**

17.2

No addenda will be issued later than seven (7) days prior to the submission deadline of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.

17.3

Each offeror shall determine prior to submitting his proposal that it has received all addenda issued.

Offerors are responsible for submitting proposals using the latest version and addenda of the RFP.

ARTICLE 18 - RIGHT TO REJECT

18.1

The Madison County Board of Education reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Madison County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.

18.2

Grounds for the rejection of proposals include but shall not be limited to:

- (a) Failure of a proposal to conform to the essential requirements of the RFP.
- (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
- (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
- (d) Submitting a proposal determined by the MCPS Buyer in writing to be unreasonable as to price.
- (e) Proposals received from offerors determined not to be responsive or responsible offerors.
- (f) Proposals received from offerors determined not to be qualified based on current or on past performance on MCPS projects.

ARTICLE 19 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

19.1

The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFPs issued by the Board.

19.2

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

ARTICLE 20 - FAILURE TO RESPOND

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

ARTICLE 21 - CONFIDENTIAL DATA

21.1

Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.

21.2

If the MCPS Buyer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

ARTICLE 22 - ACCEPTANCE BY BOARD

22.1

If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 13.

22.2

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

22.3

It is the intent of the District to award a contract(s) in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.

22.4

The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 23 - FORM OF AGREEMENT (CONTRACT) BETWEEN BOARD AND CONTRACTOR

Unless otherwise provided in the RFP, the agreement to contract will be written on a form of agreement between Board and offeror bound by reference of the RFP.

ARTICLE 24 - TABULATIONS

Tabulations will be made by the Finance Department Buyer. Upon contract executions(s), vendors may contact the Buyer for copies of the tabulations. Until such time, Offerors are requested not to call the Finance Department for tabulations.

ARTICLE 25 - PRICES

Prices quoted herein are to remain firm for the period of the original contract. Prices for renewed contracts may be negotiated by the parties.

ARTICLE 26 – KOSHA STANDARDS

If applicable, all materials and services must meet or exceed [Kentucky Occupational Safety and Health Standards](#) (KOSHA).

ARTICLE 27 - EXCUSE FOR NON-PERFORMANCE

The successful offeror(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw

materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

ARTICLE 28 - PENALTIES

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

ARTICLE 29 - TAXES

30.1 - Kentucky Sales and/or Use Tax

(a) Proposers are informed that service contracts of the Board of Education of Madison County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.

(b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

30.2 - Federal Excise Tax

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

30.3 - Deductions for Taxes, Worker's Compensation, etc.

(a) The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law.

(b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

ARTICLE 30 - NON-DISCRIMINATION

During the performance of Contracts resulting from this RFP, the Offer agrees as follows:

30.1

The Offeror shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Offeror shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

30.2

The Offeror shall in all solicitations and/or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation.

30.3

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

ARTICLE 31 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Minority and Women Business Enterprise Certification Program at 502-564-8099 or by email at Finance.MWBE@ky.gov, or the Office of Equal Opportunity and Contract Compliance at 502.564.2874 or by email at Finance.ContractCompliance@ky.gov.

ARTICLE 32 - SERVICES EVALUATION

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

ARTICLE 33 - REIMBURSEMENT/COSTS

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

ARTICLE 34 – FUEL SURCHARGES

Awarded contractor(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges MUST be included in your bid price.

ARTICLE 35 - TOBACCO-FREE CAMPUSES

Smoking or the use of any tobacco product is not permitted on any MCPS property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

ARTICLE 36 - TERMINATION

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

ARTICLE 37 - N/A

ARTICLE 38 - ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 39 - PENALTY

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

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

Modifications, additions, or changes to the terms and conditions of this RFP may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms (if provided and mandated).

ARTICLE 40 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with Federal Acquisition Regulation 52.209-5, the vendor shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

ARTICLE 41 - BUY AMERICAN

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The following clause language is suggested but not mandatory:

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Distributor as non-

domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing 10 days prior of delivery date, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior written approval of the Food Service Director, will be rejected. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

ARTICLE 42 - DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

The vendor shall fully disclose all discounts, rebates, allowances, and incentives received from its suppliers. The vendor must disclose and return to the Madison County Public School District, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits that are received based on any purchases made on behalf of the District.

ARTICLE 43 - COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit contractor receiving payments in excess of the contractor's actual net allowable costs.

ARTICLE 44 - DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Madison County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Madison County

Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

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

As provided in KRS 61.931(9)(a), a “security breach” means “

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

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

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

The vendor shall notify as soon as possible, but within seventy-two (72) hours, Madison County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the vendor, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Madison County Public Schools Chief Financial Officer at 301 Highland Park Drive or by phone at 859-624-4500. The notice to MCPS shall include all information the vendor has with regard to the security breach at the time of notification.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Madison County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Business Officer, Director of Information Technology and Manager of Payroll and Cash Management of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that Madison County Public Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article.

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

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

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology (<http://technology.ky.gov/policy/Pages/CIO-090.aspx>) and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

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

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".
- With a written agreement for educational research, the vendor may assist Madison County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Madison County Public Schools that it will comply with KRS 365.734(2).

ARTICLE 45 - FINAL DISPOSITION OF MCPS DATA

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

ARTICLE 46 - CERTIFICATIONS AND ASSURANCES

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

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (9) Retention of all required records for five (5) years after grantees or subgrantees make final payments and all other pending matters are closed.
- (10) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 740-7671q), and the Federal Water Pollution Act amended (33 U.S.C. 1251-1387)

and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (Contracts, subcontracts, and subgrants of amounts in excess of \$150,000).

(11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(12) If the contract is over 100,000, the Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Form SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to Madison County Public Schools.

ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT

This is optional during the RFP process but is required within 3 business days of preliminary notice of contract award.

The contractor shall furnish a certificate of insurance in accordance with the requirements set forth below. The contractor agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Madison County Public Schools. The certificate of insurance shall name the Board of Education of Madison County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Madison County
Attn: Insurance/Real Estate Department
301 Highland Park Drive
Richmond, KY 40475

CONTRACTOR’S LIABILITY INSURANCE

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

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

ARTICLE 48 - HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) (if applicable)

HACCP is a prevention-based food safety system that identifies and monitors food safety hazards that can adversely affect the safety of food products. Madison County Public Schools has implemented a written HACCP plan for the Nutrition Service Center and school sites.

ARTICLE 49 - CAMPAIGN FINANCE

The Offeror certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

ARTICLE 50 - [Good Agricultural Practices \(GAP\) \(if applicable\)](#)

Farmers are not required to hold a GAP certification but must be aware of the requirements and be able to provide information if requested.

ARTICLE 51 - REQUIRED CLAUSES

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

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

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

REMEDIES: If the contract is for more than the simplified acquisition threshold currently set at \$150,000, your contract must include a clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

TERMINATION: If the contract is in excess of \$10,000, your contract must contain a clause that addresses termination for cause and for convenience by the school district including the manner by which it will be effected and the basis for settlement. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

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

Neither KDE nor the USDA prescribes the form or content of these clauses. The following are suggestions of clauses that can be used:

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

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

The following clause language is suggested, but not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

- Suspension and Debarment

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

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

The certification in this clause is a material representation of fact relied upon by {insert name of school district}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert name of 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 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The following clause is suggested, but not mandatory.

Neither KDE nor the USDA prescribes the form or content of these clauses. The following is a suggestion of clause that can be used:

- 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 {insert name of contracting entity}.

EQUAL EMPLOYMENT OPPORTUNITY. This clause would be required only for contracts that meet the definition of “federally assisted construction contract.” Generally speaking, expenses associated with construction projects are not allowable expenses to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

DAVIS–BACON ACT CLAUSE. This clause would be required only for prime construction contracts in excess of \$2,000 awarded by non–Federal entities. Generally speaking, expenses associated with construction projects are not allowable expenses to the non-profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSE. This clause would be required only for contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers. Generally speaking, expenses of this amount and of this nature are associated with construction projects. Generally speaking, expenses associated with construction projects are not allowable expenses to the non- profit food service account. Because these are generally not allowable expenses, a food service department should not be awarding contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. This clause is only necessary when the award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the school food authority wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. A food service department generally does not award contracts of this nature. You should consult with an attorney to determine whether this clause should be included.

PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322. This provision only applies to a non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. You should consult with an attorney to determine whether this clause applies to you and your contractors.

PROVISIONS REQUIRED BY THE FEDERAL AGENCY (USDA)

Please keep in mind that this document only addresses the requirements of 2 C.F.R. Pt. 200, App. II. Districts will also have to ensure that the contract includes the requirements of provisions of 7 CFR 210.21.

BUY AMERICAN. The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The following clause language is suggested, but not mandatory:

- “Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.

Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, 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.

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.

The contract language provided below is mandatory.

- 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.

Updates to the Child Nutrition Program Procurement Plan Template

SCN updated the CN program procurement plan template to incorporate additional language regarding to a) assurance that small, minority and women's businesses enterprises and labor surplus firms are used during procurement when possible [2 CFR 200.321), b) contractor performance oversight and monitoring, and c) Buy American provision. There are 3 additional procedures the SFA must develop and implement for monitoring a contractor's compliance with the Buy American Provision. These procedures can be incorporated or added to your CN Program Procurement Plan Template or be outlined in your program's operation handbook. The updated CN Procurement Plan template and a sample of Buy American Monitoring Procedures handout can be found on the Procurement webpage at: <http://education.ky.gov/federal/SCN/Pages/NSLP-Procurement.aspx>. Click Here for a presentation on the procurement plan updates.

Questions should be submitted to: cnprocur@education.ky.gov

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ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

RFP # 2017-R08
Maintenance Services

Issued by:
Madison County Public Schools
301 Highland Park Drive
Richmond, KY 40475

Date RFP Issued: 6/26/2017
Date/Time RFP closes: 6/15/18 at 3:00 pm (EDT)

VENDOR TO COMPLETE THE FOLLOWING:

Ownership type:

_____ Sole Proprietorship	Social Security Number _____
(or)	
_____ Partnership	FEIN # _____
(or)	
_____ Corporation	FEIN # _____

Vendor Name: _____

Physical Address:

Remit Payments to:

Vendor Contact: _____

Contact Telephone: _____

Contact Email: _____

Signature [REQUIRED]

Date

ATTACHMENT B

NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

IT IS IMPORTANT THAT YOU RESPOND TO THIS INQUIRY

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

Please answer the following:

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

Circle one YES NO

Is your company a minority-owned business?

Circle one YES NO

ATTACHMENT C

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
APPLIES TO SOLICITATIONS AND CONTRACTS FOR SERVICES
[KRS 45A.395]**

Solicitation/Contract #: RFP 2017-R08

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements of Executive Order 2015-370 and will pay all workers working on or in connection with any contract awarded a minimum of \$10.10 per hour for all regular, hourly employees and a minimum of \$4.90 per hour for all tipped employees for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

- b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

ATTACHMENT D

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

If claiming Kentucky residency status this completed form must be NOTARIZED and submitted with the Offeror's proposal.

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.

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

Signature	Printed Name
Title	Date
Company Name:	_____
Address:	_____

Subscribed and sworn to before me by _____
Affiant Title Company Name

of _____ this _____ day of _____, 20_____

Notary Public My Commission Expires: _____
[seal of notary]