



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

REQUEST FOR PROPOSAL

RFP #2019-01

LOCALLY GROWN FRESH FRUITS AND VEGETABLES

PROPOSAL SUBMISSION DEADLINE: 3:00 PM, FRIDAY, FEBRUARY 1, 2019

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, the Board of Education, MCPS

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

The following terms are interchangeable: Offeror, Vendor, Proposer

The following terms are interchangeable: Cost, Price

The following terms are interchangeable: Commonwealth of Kentucky, Commonwealth

The term "his" in this RFP refers to all genders and is not meant to indicate a preference of one gender over another.

DEFINITIONS

RFP

Request for Proposals

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, sealed envelope) supported by data called for by the RFP documents.

PROPOSED CONTRACT SUM

The sum stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.

OFFEROR

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

PROPOSING DOCUMENTS

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

CHIEF PROCUREMENT OFFICER

The Madison County Public Schools Superintendent

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.

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 9:00 am and 3:00 (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 for your response.

SUBMIT IN ENVELOPE OR BOX *(do not include pricing information here)*

- ATTACHMENT A *(signed)* – SOLICITATION RESPONSE COVER PAGE
 - ARTICLE 12 *(signed)* – TECHNICAL RESPONSE (using your preferred format)
 - ARTICLE 48 – CERTIFICATE OF INSURANCE REQUIREMENT
 - ARTICLE 49 – CERTIFICATE OF ASSURANCE
 - ARTICLE 50 – GOOD AGRICULTURE PRACTICES (GAP)
 - ATTACHMENT B (if applicable) – RESIDENT VENDOR AFFIDAVIT
 - ATTACHMENT C – NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM
-

SUBMIT IN SEALED SEPARATE ENVELOPE (and place it inside the technical response envelope/box)

- ATTACHMENT D *(signed)* – VENDOR RESPONSE SHEET / COST PROPOSAL
-

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.

INSTRUCTIONS AND CONDITIONS

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

Release of RFP	1/8/19
Written Questions due by 3:00 pm	1/22/19
Anticipated District Response to Written Questions	1/23/19
Proposals Due by 3:00 pm	2/1/19
In-person or 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 time stamped and initialed by the MCS employee on duty.	

ARTICLE 1 - INVITATION

1.1

Proposals will be received by the Madison County Schools District Office at 301 Highland Park Drive, Richmond, KY 40475 in the manner and on the date hereinafter specified for the furnishing of all items and services necessary to provide the proposed locally grown fresh fruits and vegetables.

1.2

Hard copies of the RFP may be obtained at the above address, between 9:00 am and 3:00 pm (EST), Monday through Friday (except for observed holidays and closures) prior to the submission deadline. Electronic copies may be obtained anytime while the RFP is open at the MCPS website, www.madison.kyschools.us.

ARTICLE 2 - QUESTIONS

2.1

Questions shall be submitted in writing to the MCPS Buyer at the address in Section 1.1 or via email to dustin.brumbaugh@madison.kyschools.us no later than 3:00 pm (EST), January 22, 2019. All questions must be sent to the email or physical address above and no questions will be taken verbally. All questions and responses will be posted on the website where this RFP is posted by 3:00 pm, January 23, 2019.

ARTICLE 3 - DATE AND TIME OF CLOSING

3.1

Proposals will be received until 3:00 pm (EST), Friday, February 1, 2019. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.

3.2

Any proposals received after scheduled deadline will be returned unopened to the offeror.

ARTICLE 4 - SUBMISSION OF PROPOSALS

4.1

Proposals MUST BE RECEIVED BY THE POSTED DEADLINE TO BE EVALUATED AND CONSIDERED FOR AWARD. The following two options for submitting proposals are available to Offerors.

4.2

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

4.3

Offerors may choose to email their proposals instead. For these electronic submissions, Offerors must complete ALL REQUIRED INFORMATION AND FORMS AND SIGN THE SOLICITATION RESPONSE COVER PAGE. All required information and completed and signed forms must be scanned (with visible signatures and notarized documents, when necessary) and emailed to dustin.brumbaugh@madison.kyschools.us

4.4

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 and will not be opened. These will be confidentially disposed of. Additionally, the Board will not assume responsibility for electronic (emailed) proposals received past the submission deadline. These will be considered non-responsive and will not be opened. These will be deleted.

4.5

The Finance staff will first evaluate proposals as being responsive or non-responsive based on the specifications provided. Second, a committee will evaluate proposals based on the information provided in the vendor's proposal and any other information requested in the evaluation process. The criteria for meeting the competitive range (and points for each) will determine the best evaluated offeror.

4.6

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

Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.

ARTICLE 5 - TWO PROPOSALS FOR EACH SUBMISSION: TECHNICAL AND COST

5.1

Cost proposals shall be submitted on the **VENDOR RESPONSE SHEET / COST PROPOSAL FORM** (Attachment D) provided in this RFP. If Cost Proposal Forms are not provided in the RFP, create your own to submit, being sure to address all cost requirements.

5.2

All blanks on the RFP form shall be filled in and all supporting data shall be furnished as necessary. Failure to do so may subject your proposal to rejection.

5.3

The **VENDOR RESPONSE SHEET / COST PROPOSAL** containing prices should be submitted in a separate sealed envelope with this RFP.

5.4

The **TECHNICAL PROPOSAL** outlining the items and services to be furnished should be submitted in a separate envelope or a box. Do not include any pricing on the **TECHNICAL PROPOSAL**. If included, this may be grounds for rejection.

5.5

Submit one (1) original and three (3) copies of the Technical Proposal. Information should be labeled and submitted in the order identified in the RFP. Electronic (emailed) Technical Proposals only require one submission; no copies are needed.

5.6

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

5.7

The separate sealed envelope for the Vendor Response Sheet / Cost Proposal should be placed inside the Technical Proposal envelope. Each should be marked **“Technical Proposal”** or **“Cost Proposal.”**

5.8

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

Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.

5.9

Both the **TECHNICAL PROPOSAL** and **VENDOR RESPONSE SHEET / COST PROPOSAL MUST** be signed in ink. No proposal can be signed after being opened. Any unsigned proposal will be rejected. Electronically submitted proposals must also be signed before scanning and emailing.

To sign the Technical Proposal, simply sign your technical response (your responses to the requirements in Article 11) in a place that you prefer. To sign the Vendor Response Sheet / Cost Proposal, sign on the line provided. If a proposal form or a signature line isn't provided, sign in a place on the proposal that you prefer.

5.10

The attached **SOLICITATION RESPONSE COVER PAGE must also be SIGNED**. Include this as the cover sheet for the Technical Proposal.

ARTICLE 6 – EMAILED PROPOSALS

Emailed proposals are accepted. Offerors must follow the email submission guidelines explained within this RFP.

ARTICLE 7 - FAILURE TO RESPOND

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

ARTICLE 8 - AWARD OF CONTRACT

8.1

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

8.2

Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 30-day written notification submitted to the Chief Procurement Officer prior to the cancellation.

ARTICLE 9 - RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, 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 10 - SCOPE OF WORK

LOCALLY GROWN FRESH FRUITS AND VEGETABLES

The purpose of this RFP is to contract with additional local growers and farmers to grow and provide locally grown fresh fruits and vegetables to the Madison County Schools.

SPECIAL CONDITIONS

For the purpose of this bid, locally grown is defined as produce grown in Madison County and the following surrounding counties: Clark, Estill, Fayette, Garrard, Jackson, Jessamine, and Rockcastle.



All locally grown produce will be used in the National School Lunch Program meal service.

MAINTENANCE OF RECORDS

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

ARTICLE 11 - SPECIFICATIONS

11.1

DELIVERY INFORMATION

1. Deliveries will be made to the Madison County Schools, Richmond, Kentucky 40475. Where appropriate, products are to be palletized on 40" x 48" pallets. All costs for delivery, including drayage and freight, and for the packaging and palletizing of products are to be borne by the bidder and must be included in your bid price. MCS participates in pallet exchange excluding CHEP pallets.
2. Delivery shall be made from 7:00 am to 2:00 pm by appointment only to the, Monday through Thursday or as requested. Contact must be made at least 24 hours in advance of the delivery.
3. Drivers must obtain signature of appropriate warehouse personnel on all delivery tickets.
4. All items must be delivered at the awarded price quoted. No additional charges are to be added to the invoice.
5. All products will be inspected for acceptable quality and quantity will be verified against the invoice. Products considered poor quality may be returned for credit to the grower/farmer.
6. Products are to be bulk-packed in clean, unused cases or bushels. Each case or bushel is to be properly labeled with product name, name and address of farmer/grower, and pack date.
7. Estimated quantities have been listed within the specifications. Product purchases and approximate dates are subject to change due to growing conditions and product availability. School and Community Nutrition Services must be notified should a contracted item become unavailable due to growing conditions.
8. NO SUBSTITUTIONS OF PRODUCTS WILL BE ALLOWED BY THE FARMER/GROWER WITHOUT WRITTEN APPROVAL OF THE SCHOOL AND COMMUNITY NUTRITION SERVICES DIVISION. SUBSTITUTIONS MADE WITHOUT PRIOR APPROVAL WILL BE CONSIDERED A VIOLATION OF CONTRACT AND MAY RESULT IN DISQUALIFICATION FROM FUTURE BIDDING OPPORTUNITIES.
9. *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.*

QUANTITY

The quantity of each item to be purchased is an estimate of our probable use and is to be used only as a guide to the bidder. MCS has the right to purchase additional quantities at current bid price with consent from farmer/grower.

ALTERNATE BIDS

The Madison County Public School System is interested in obtaining your lowest price meeting our published specifications. Therefore, no alternate bids will be accepted. Only one bid per item will be accepted on this proposal.

KENTUCKY PROUD

Membership to Kentucky Proud is not required; however, the Certificate of Membership to Kentucky Proud may be presented with bid.

WATER SOURCES

All bidders must use potable water as the water source for all food and food contact surfaces. Wells and other water sources must be protected from contamination from livestock, manure, chemicals and pets.

ARTICLE 12 – PROPOSAL RESPONSES

SUBMIT PROPOSALS RESPONDING TO CRITERIA BELOW.
INCLUDE THESE AS ATTACHMENTS IN YOUR PROPOSAL PACKAGE.

Technical Criteria

Responses to this section are “pass/fail.” If the technical evaluation team deems your responses as acceptable, your proposal will then move to the Vendor Response Sheet / Cost Proposal evaluation. If your responses are not deemed acceptable, your Vendor Response Sheet / Cost Proposal will not be evaluated and you will not be considered for award.

1. **OPERATIONS** – Describe the operations of your farm and your presence in the area.
2. **CUSTOMERS** – Provide a list of current and/or former customers.

Cost Criteria

In addition to reading the below information, vendors must complete the **Vendor Response Form / Cost Proposal** found on **Attachment D**.

Vendors are encouraged to bid on all of the locally grown fresh fruits and vegetables below that it can supply to the District.

The District intends to award contracts to 2 vendors per item. To be considered for award for an item, all requirements of the RFP must be met and all YES/NO (mandatory) categories (for the items the vendors chooses to bid) on the Vendor Response Form / Cost Proposal must be marked YES. After mandatory criteria are met, the PRICE will determine the awardees for each item. The vendor with the lowest price and the vendor with the next lowest price will be awarded a contract for that item. Until the District's estimated quantity is met, additional vendors in order of lowest price will be awarded contracts for the items. The District reserves the right to purchase from any contracted vendor at any time during the approximate delivery dates. Purchases outside of those dates may occur as needed.

If a vendor is able provide locally grown fresh fruits and vegetables not listed on the Vendor Response Sheet / Cost Proposal, please write those in at the end of the form. The District may purchase these additional items if prices, delivery dates, etc. are agreed upon by the parties.

ARTICLE 13 - PERIOD OF CONTRACT

The actual period of the contract will be from July 1, 2019 or date of Board approval (whichever is later) through June 30, 2020, with up to two (2) 2-year renewals upon mutual agreement of the parties.

ARTICLE 14 - INVOICING

The district seeks a 2/10 net 30 invoicing/payment structure for each invoice. Under this structure, the district would deduct 2% from invoices paid within 10 calendar days. All invoices are required to be paid within 30 calendar days. Invoicing may be negotiated.

Awarded vendors shall provide a billing invoice for each purchase that reflects at least the following information:

- District employee making purchase request
- The suppliers name
- Date of purchase
- Purchase order number
- Complete listing of all items
- Delivery date
- Net costs to Board of Education

Late Deliveries - Penalty

Vendors will be assessed a penalty fee for late deliveries. Each business day beyond the original scheduled delivery date will result in a 2% penalty. This penalty will be deducted from the vendor's invoice for that specific delivery. For example: The vendor receives an order for fresh fruits and/or vegetables and schedules the delivery for Monday. The items aren't delivered until Thursday. If the original invoice was to be \$100, the District would pay \$96 [2% (or \$2) per day] and it would then be considered paid in full. Late deliveries will be tracked and may lead to termination of the contract for default. Late delivery terms may be negotiated.

ARTICLE 15 - DISCUSSION OF PROPOSALS

15.1

The MCPS Buyer may or may not conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.

15.2

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

15.3

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

ARTICLE 16 - TREATMENT OF PROPOSALS

16.1

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

16.2

A contract may be awarded on the proposals as submitted or the MCPS Buyer 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 17 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

17.1

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.

17.2

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.

17.3

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.

17.4

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 18 - INTERPRETATION OR CORRECTION OF RFPs

18.1

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.

18.2

Any interpretation, correction, or change of the RFP will be made by addendum, issued by the MCPS Buyer, and posted to the [MCPS website](#). 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 19 - ADDENDA

19.1

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.

19.2

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.

19.3

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 20 - RIGHT TO REJECT

20.1

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.

20.2

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 21 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

21.1

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.

21.2

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 22 - CONFIDENTIAL DATA

22.1

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

22.2

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 23 - ACCEPTANCE BY BOARD

23.1

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

23.2

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.

23.3

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

23.4

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 24 - FORM OF (CONTRACT) AGREEMENT 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 25 - 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 26 - 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 27 – KOSHA STANDARDS

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

ARTICLE 28 - 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 29 - 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 30 - 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 31 - NON-DISCRIMINATION

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

31.1

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.

31.2

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.

31.3

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 32 - 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 33 - 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 34 - REIMBURSEMENT/COSTS

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

ARTICLE 35 - DELIVERY

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

ARTICLE 36 - 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 37 - TERMINATION

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

ARTICLE 38 - EXCLUSIVITY

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

ARTICLE 39 - ACCESS TO RECORDS

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

ARTICLE 40 - PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items 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).

ARTICLE 41 - 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 42 - 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 43 - 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 44 - 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 45 - 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 46 - 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 47 - 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 the **{name of contracted entity}**.

ARTICLE 48 - CERTIFICATE OF INSURANCE REQUIREMENT

Failure to submit the certificate of insurance with your proposal may subject your bid to rejection. The contractor shall furnish a certificate of insurance in accordance with the requirements set forth below. The contractor agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to 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 49 - CERTIFICATE OF ASSURANCE

Failure to submit the Certificate of Assurance with your proposal may subject your bid to rejection.

A Certificate of Assurance indicates food products were manufactured in accordance with proper food handling and food safety requirements.

ARTICLE 50 - GOOD AGRICULTURE PRACTICES (GAP)

Failure to submit the GAP Certificate of Training with your proposal may subject your bid to rejection.

The vendor must be trained and meet all requirements outlined in the Good Agriculture Practices.

ARTICLE 51 – HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP)

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.

ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

RFP # 2019-01
Locally Grown Fresh Fruits and Vegetables

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

Date RFP Issued: 1/8/19
Date/Time RFP closes: 2/1/19 at 3:00 pm (EST)

VENDOR TO COMPLETE THE FOLLOWING:

Ownership type:

_____ Sole Proprietorship Social Security Number _____

(or)

_____ Partnership FEIN # _____

(or)

_____ Corporation FEIN # _____

Physical Address:

Remit Payments To:

Signature [REQUIRED]

Date

ATTACHMENT B

**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 technical 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]

ATTACHMENT C

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 D (continued below)

VENDOR RESPONSE SHEET / COST PROPOSAL

(Costs must be submitted on the form below or an exact duplicate)

Locally Grown Fresh Fruits and Vegetables

RFP # 2019-01

Notes: Contracts shall be awarded to the best evaluated offerors submitting proposals meeting all specifications and conditions as outlined in this request for proposal.

Failure to provide all required information may subject your proposal to rejection.

Proposals must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.

No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.

ATTACHMENT D (continued below) – VENDOR RESPONSE SHEET / COST PROPOSAL – below is to be used to submit pricing information. It must be in a separately sealed envelope from the rest of the submission. Cost is reviewed in the second phase of the evaluation process.

**MADISON COUNTY SCHOOLS
LOCALLY GROWN FRESH FRUITS AND VEGETABLES
REQUEST FOR PROPOSAL (RFP) # 2019-01**

VENDOR RESPONSE SHEET / COST PROPOSAL

Vendors are encouraged to bid on all of the locally grown fresh fruits and vegetables below that it can supply to the District.

The District intends to award contracts to 2 vendors per item. To be considered for award for an item, all requirements of the RFP must be met and all YES/NO (mandatory) categories (for the items the vendors chooses to bid) below must be marked YES. After mandatory criteria are met, the PRICE will determine the awardees for each item. The vendor with the lowest price and the vendor with the next lowest price will be awarded a contract for that item. Until the District's estimated quantity is met, additional vendors in order of lowest price will be awarded contracts for the items. The District reserves the right to purchase from any contracted vendor at any time during the approximate delivery dates. Purchases outside of those dates may occur as needed.

*** If a vendor is able provide locally grown fresh fruits and vegetables not listed below, please write those in at the end of this form. The District may purchase these additional items if prices, delivery dates, etc. are agreed upon by the parties.

Vendor Name:

Vendor Address

Signature (Required)

Date

ITEM NO. 1 - **Apple, Gala**. Full tree-ripened. Approximate count: 100-138 per bushel. Approximate size 2 3/8" - 2 3/4" in diameter. Apples to be firm, fresh-picked from the tree, smooth skin with no bruises or broken skin, washed and packed in bulk in a clean, unused box. One bushel per box.

Approximate delivery dates: weekly beginning mid-August through mid-October 2017

Estimated Quantity - 660 bushels

MEET SIZE (2 3/8" - 2 3/4")?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
QUANTITY 100-138 PER BUSHEL?	YES / NO
PRICE PER BUSHEL	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 2 - **Apple, Gold Delicious**. Full tree-ripened. Approximate count: 100-138 per bushel. Approximate size

2 3/8" - 2 3/4" in diameter. Apples to be firm, fresh-picked from the tree, smooth skin with no bruises or broken skin, washed and packed in bulk in a clean, unused box. One bushel per box.

Approximate delivery dates: weekly beginning mid-August through mid-October 2017

Estimated Quantity - 660 bushels

MEET SIZE (2 3/8" - 2 3/4")?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
QUANTITY 100-138 PER BUSHEL?	YES / NO
PRICE PER BUSHEL	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 3 - **Apple, Stayman Winesap**. Full tree-ripened. Approximate count: 100-138 per bushel.

Approximate size

2 3/8" - 2 3/4" in diameter. Apples to be firm, fresh-picked from the tree, smooth skin with no bruises or broken skin, washed and packed in bulk in a clean, unused box. One bushel per box.

Approximate delivery dates: weekly beginning mid-August through mid-October 2017

Estimated Quantity - 220 bushels

MEET SIZE (2 3/8" - 2 3/4")?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
QUANTITY 100-138 PER BUSHEL?	YES / NO
PRICE PER BUSHEL	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 4 - **Apple, Variety**. Full tree-ripened. Approximate count: 100-138 per bushel. Approximate size

2 3/8" - 2 3/4" in diameter. Apples to be firm, fresh-picked from the tree, smooth skin with no bruises or broken skin, washed and packed in bulk in a clean, unused box. One bushel per box.

Approximate delivery dates: weekly beginning mid-August through mid-October 2017

Estimated Quantity - 400 bushels

MEET SIZE (2 3/8" - 2 3/4")?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
QUANTITY 100-138 PER BUSHEL?	YES / NO
PRICE PER BUSHEL	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 5 - **Blueberries, fresh.** Fruit should be blue-purple in color. Firm, not overripe or crushed. Free from decay, injury, bruising, mold, insects and mummified berries. Berries to be packed in bulk in clean unused pints and boxes. Packed approximate 12 pints per case.

Approximate delivery date: August 2017

Estimated Quantity - **100 cases**

PACKED APPROXIMATELY 12 PINTS PER CASE?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER CASE	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 6 - **Broccoli.** Bud clusters to be compact and green in color. Free from decay and damage by over maturity, discoloration of bud clusters or leaves, freezing, wilting, dirt or other foreign materials, disease, insects, mechanical or other means. The bud clusters shall be generally compact. Bunch broccoli shall be neatly and fairly evenly cut off at the base and closely trimmed unless specified. Must be packed in a clean, unused box. Approximately 10 lbs. per box.

Approximate delivery dates: mid-April through May 2017 and October through November 2017

Estimated Quantity - **150 boxes** (April through May 2017); **330 boxes** (October through November 2017)

BOX SIZE IS APPROXIMATELY 10 LBS?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 7 - **Cabbage, Head**. Round-head with color appropriate for variety. Mature heads. Must be fresh-cut, free from bruises, washed and packed in a clean, unused box. Packed approximately 10 heads per box. Approximate delivery dates: weekly beginning late-September through November 2017
 Estimated Quantity - 330 boxes

BOX SIZE IS APPROXIMATELY 10 HEADS?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 8 - **Kale**. Fresh, bright color, free from browning, decay and wilt, washed and packed in a clean, unused box. Approximately 25 lbs. per box. Approximate delivery dates: September through December 2017
 Estimated Quantity - 330 boxes

PACKED APPROXIMATELY 25 LBS PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
NOTE VARIETIES HERE	
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 9 - **Lettuce, Bibb, hydroponic with root ball intact.** Fresh, bright color, free from browning, decay and wilt. May be packed with plastic liner in a clean, unused box. Approximately 12-14 bunches per box. Approximate delivery dates: January 15 through December 2017
 Estimated Quantity - **80 cases**

PACKED APPROXIMATELY 12-14 BUNCHES PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 10 - **Lettuce, Greenleaf, hydroponic with root ball intact.** Fresh, bright color, free from browning, decay and wilt. May be packed with plastic liner in a clean, unused box. Approximately 12-14 bunches per box. Approximate delivery dates: January 15 through December 2017
 Estimated Quantity - **80 cases**

PACKED APPROXIMATELY 12-14 BUNCHES PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 11 - **Lettuce, Romaine, hydroponic with root ball intact.** Fresh, bright color, free from browning, decay and wilt. May be packed with plastic liner in a clean, unused box. Approximately 12-14 bunches per box. Approximate delivery dates: January 15 through December 2017
 Estimated Quantity - **30 cases**

PACKED APPROXIMATELY 12-14 BUNCHES PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 12 - **Pepper, Green. Bell variety.** Pepper to be four-lobed, firm and dark green in color and free of insects and worm damage. Must be fresh-picked, washed and packed in a clean, unused box. Approximately 28-30 lbs. per box. Suggested variety of green peppers may be: Aristotle, Revolution and Vanguard. Approximate delivery dates: 10 cases weekly beginning end of July through mid-October 2017
 Estimated Quantity - **2,750 lbs**

PACKED APPROXIMATELY 28-30 LBS PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 13 - **Pepper, Red. Bell variety.** Pepper to be four-lobed, firm and appropriate red color and free of insects and worm damage. Must be fresh-picked, washed and packed in a clean, unused box. Approximately 28-30 lbs. per box. Approximate delivery dates: 10 cases weekly beginning end of July through mid-October 2017
 Estimated Quantity - **550 lbs**

PACKED APPROXIMATELY 28-30 LBS PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 14 - **Pepper, Mini Sweets.** Any size from miniature to giant, any color. Peppers to be firm, appropriately sized and colored for the variety, free of insect, worm and sun damage. Must be fresh-picked, clean and packed in a clean, unused box. Packed approximately 15 lbs. per box.
 Approximate delivery dates: weekly beginning mid-August through October 2017
 Estimated Quantity - 300 boxes

PACKED APPROXIMATELY 15 LBS PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 15 - **Spinach.** Fresh, bright green color, free from browning, decay and wilt, washed and packed in a clean, unused box. Approximately 10 lbs. per box.
 Approximate delivery dates: mid-August through December 2017
 Estimated Quantity - 55 boxes

PACKED APPROXIMATELY 10 LBS PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 16 - **Squash, Summer**. Straight-neck, yellow variety. Medium to large in size. Approximately 5-10 inches in length and 2-3 inches in diameter. Summer squash to be firm, ripe and well formed, appropriate yellow color and free from decay and damage. Must be fresh-picked, washed and packed in bulk in a clean, unused box. Packed approximately 20 lbs. per box. Suggested variety of summer squash may be: Lazor or Lioness.

Approximate delivery dates: weekly beginning mid-August through mid-September 2017

Estimated Quantity - **2,200 lbs**

PACKED APPROXIMATELY 20 LBS PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 17 - **Squash, Zucchini**. Straight, cylindrical, approximately 6-9 inches in length, 2-4 inches in diameter with stem attached to vegetable. Zucchini squash to be firm, not tough or overripe, dark green in color and free from decay and damage. Must be fresh-picked, washed and packed in bulk in a clean, unused box. Packed approximate 30 lbs. per box. Suggested variety of summer squash may be: Zucchini Spineless or Spineless King. Approximate delivery dates: weekly beginning July through mid-September 2017

Estimated Quantity - **6,600 lbs**

PACKED APPROXIMATELY 30 LBS PER BOX?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER BOX	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 18 - **Strawberry**. Red in color. Firm, not overripe. Must be grown on plastic or straw mulch or in elevated containers. Free of defects, mold, decay and damage. Approximately 10 lbs. per flat. Strawberries to be fresh-picked, and packed in bulk in a clean, unused box.

Approximate delivery dates: weekly beginning April through May 2017

Estimated Quantity - 330 flats

PACKED APPROXIMATELY 10 LBS PER FLAT?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER FLAT	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 19 - **Tomato, Cherry**. Ripe, light red color, firm and fairly well formed. Tomatoes to be fresh-picked, not overripe, washed and stemmed. Packed in bulk in a clean, unused flat box. Approximately 20 lbs. per flat. Approximate delivery dates: weekly beginning August 15 through September 2017

Estimated Quantity - 500 flats

PACKED APPROXIMATELY 20 LBS PER FLAT?	YES / NO
AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER FLAT	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 20 - **Watermelon, Red, Seedless.** Large, round, dark green in color. Approximately 10-12 lbs. per watermelon. Watermelon to be mature, fresh-picked and packed in a clean, unused box. Packed individually or approximately two watermelons per box.

Approximate delivery dates: weekly beginning mid-August through mid-September 2017

Estimated Quantity - 1,200 watermelons or 600 cases

AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER WATERMELON (OPTION)	
PRICE PER BOX (OPTION)	
IF PRICED PER BOX, HOW MANY WATERMELONS IN A BOX?	
AMOUNT OF AVAILABLE PRODUCT	

ITEM NO. 21 - **Watermelon, Yellow Seedless.** Large, round, dark green in color. Approximately 10-12 lbs. per watermelon. Watermelon to be mature, fresh-picked and packed in a clean, unused box. Packed individually or approximately two watermelons per box.

Approximate delivery dates: weekly beginning late-August through mid-September 2017

Estimated Quantity - 1,200 watermelons or 600 cases

AVAILABLE DURING APPROXIMATE DELIVERY DATES?	YES / NO
PRICE PER WATERMELON (OPTION)	
PRICE PER BOX (OPTION)	
IF PRICED PER BOX, HOW MANY WATERMELONS IN A BOX?	
AMOUNT OF AVAILABLE PRODUCT	

END OF RFP