



LaRue County Schools
208 College Street
Hodgenville, KY 42748
(270) 358-7116

REQUEST FOR PROPOSAL

Reference:

Elementary Cafeteria Tables

Closing Time of Request for Proposal:

Thursday, March 7, 2024, at 12:00 PM (EST)

The Board of Education cannot assume responsibility for any delay because of failure of the mail to deliver the proposals on time.

Opening of Request for Proposal:

Tuesday, March 12, 2024, at 6:00 PM (EST)

LaRue County Board of Education, Working Session Board Mtg.

208 College St, Hodgenville, KY 42748

***Award will take place at the Board Mtg scheduled for March 18, 2024 at 6:00 PM (EST) at LaRue County High School, 925 S Lincoln Blvd., Hodgenville, KY 42748**

Department or School:

SCHOOL NUTRITION DEPARTMENT

Contract Period:

April 1, 2024, through March 31, 2025

Fund:

FOOD SERVICE

1. Please submit one copy of the completed Bid in a closed, addressed envelope that designates the above reference name.
2. Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Bid prices must include transportation and delivery to the warehouse or building as specified.
3. To receive consideration, Bids must be received prior to time designated in this invitation. None shall be accepted thereafter.
4. An officer or member of the Bidding firm authorized to legally bind the firm must sign Bid.
5. The Board of Education (The Board) reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest, and to award by item, combination of items or lot.
6. Bids are effective for thirty days (30) from date of opening unless otherwise specified in special conditions of Bidding. No Bid may be withdrawn prior to that time.
7. Manufacturer's catalog numbers, trade names, etc., where shown herein, are for descriptive purposes to guide the Bidder in interpreting the standard of quality, design and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by Bidder must be clearly noted and described, otherwise it is understood that Bidder intends to supply items specifically mentioned in the Bid invitation.
8. Samples requested must be furnished free of expense to The Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples shall upon request be returned at the Bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
9. If awarded an order or contract, Bidder agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the contractor, his servants or agents.
10. **The Board does not pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals should be priced accordingly and reflect no sales tax to LaRue County Schools.
11. Contractors remain liable for applicable taxes on construction and/or furnish-and-install contracts for LaRue County Schools. Adjustments and allowances for any applicable taxes shall be provided for in the Bid amount. No later adjustments to the Contract Sum shall be permitted and/or made on this basis by LaRue County Schools.
12. Except as otherwise provided in this agreement, parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
13. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.

14. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
15. Venue for any legal action filed concerning this contract is LaRue County, Kentucky.
16. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, age, creed, political affiliation, marital status, sex or disabling condition.
- 17. K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**
- 18. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**
19. This writing, along with the responsive Bid, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or non-binding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.
- 20. This Request for Proposal, along with Bid submitted if accepted by The Board shall constitute the entire agreement. In the event of a conflict between the terms of the Request for Proposal and the Bid, the terms in the Request for Proposal shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to Request for Proposal. Any and all terms considered integral to the Bid submitted must be included in or with the Bid document.**

BID DOCUMENTS AND A SUCCESSFUL BIDDER'S RESPONSE CONSTITUTE THE FINAL CONTRACT/ AGREEMENT BETWEEN LARUE COUNTY SCHOOLS AND BIDDER. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER SHALL BE CONSIDERED BY LARUE COUNTY SCHOOLS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE AND IN NO LESS THAN 12 FONT. A SUCCESSFUL BIDDER UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE BID. A SUCCESSFUL BIDDER WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR LARUE COUNTY SCHOOLS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS SHALL NOT BE CONSIDERED OR ACCEPTED BY LARUE COUNTY SCHOOLS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE BID SHOULD A SUCCESSFUL BIDDER TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL BIDDER TO COMPLY WITH TERMS OF THE BID, THE BID AWARD SHALL BE CONSIDERED VOID AND BIDDER MAY BE DEBARRED FROM FUTURE WORK WITH LARUE COUNTY SCHOOLS.

CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with this Bid Proposal, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this Bid is accepted within the time stipulated above, to furnish any or all of the items upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Items shall be shipped prepaid and delivered according to the listed schedule. Terms of _____% cash discount apply if invoices are paid within _____ days after delivery and acceptance of goods.

_____	_____
Firm Name	Date
_____	_____
Authorizing Agent (Please Print)	Title
_____	_____
Address	City/State/Zip
_____	_____
Telephone	Email

Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions herein.

Signature

CONDITIONS OF REQUEST FOR PROPOSAL AND GENERAL SPECIFICATIONS

1. This Request for Proposal is for providing outdoor furniture for Food Service according to the conditions and specifications set forth in this invitation. For further specific information, please contact Stephanie Utley, School Nutrition Director, by phone at 270-358-7116 or by email at stephanie.utley@larue.kyschools.us.
2. Bids must be delivered to LaRue County Board of Education, 208 College Street, Hodgenville, KY 42748. Bids may be mailed by United States Postal Service, hand delivered, or by any commercial carrier. It is the Bidder's responsibility to ensure the Bid arrives by the date and time of the opening. **E-mail, fax, or telephone Bids shall not be accepted. There are no exceptions.**

Bid shall close on March 7, 2024, at 12pm (EST).
3. Bidders are to not telephone for tabulation. LARUE COUNTY SCHOOLS staff provide written notification following awards by The Board as requested by the bidders.
4. **The contract begins April 1, 2024, and ends March 31, 2025.**
5. The Board reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest, and to award by item, combination of items or lot.
6. Prices quoted must have the decimal point located in the correct position to separate dollars from cents. In Bid prices where the decimal point is omitted, the Bid prices shall be calculated as dollar amounts.
7. Prices quoted must include transportation and delivery to the location specified on each purchase order.
8. **Tie Bids** are low responsive Bids from responsible Bidders that are identical in price and which meet the requirements and criteria set forth in the Invitation.
9. **Award of Tie Bids** shall be determined in the following manner.
 - a) Local Bidders (those with the principal place of business in LaRue County) shall be awarded the Bid if all other tie Bids are from Bidders outside the local area.
 - b) Should all Bidders having tie Bids, and having their principal place of business outside of LaRue County, and any one of the Bidders has a local representative based in LaRue County, the tie Bidder with the local representative shall be awarded the Bid.
 - c) Should the Bidders having tie Bids all be from LaRue County, or alternately, should be all from outside LaRue County and do not have a representative or agent based in LaRue County, the Bid shall be awarded by lot, to be drawn at designated time and place.
10. Erasures or the use of typewriter correction fluid on Bid forms are not acceptable and may result in the rejection of the Bid. Prior to submission or openings, errors may be crossed out, corrections entered, and initialed by the person signing the Bid. No Bids shall be altered or amended after the specified time of opening.
11. Modifications, additions or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a Bid. Bidders are to submit all Bids on the forms supplied with this invitation. Bids submitted on company forms may be rejected.
12. Contractor must furnish the following insurance:
 - Workers' Compensation and Employer's Liability
 - Public Liability \$1,000,000 minimum
 - Property Damage \$100,000 minimum

A Certificate of Insurance must be filed with the School Nutrition Department prior to beginning work and must be kept on file for the duration of the contract.

13. Company receiving Bid award must be bondable up to \$50,000.00.

14. LARUE COUNTY SCHOOLS reserves the right to cancel contract if in the staff's opinion, the contractor's work is unsatisfactory, his ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed.

15. Termination

- Termination for Cause: "The SFA may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SFA, upon request, with adequate assurances of future performance. The SFA shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date. In the event of termination for cause, the SFA shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SFA for any and all rights and remedies provided by law. If it is determined that the SFA improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The Contractor may also terminate this contract under the same set of aforementioned conditions."
- Termination for Convenience: "The SFA may terminate this contract for any reason, provided that the SFA shall be required to provide the Contractor with a prior sixty (60) days' written notice of the effective date of such termination. The Contractor may also terminate this contract under the same set of aforementioned conditions."

16. Equal Employment Opportunity

"The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Such action shall include, but not be 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in

which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to

comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

17. Davis-Bacon Act

The successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part with federal funds in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

18. Copeland “Anti-Kickback” Act

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

19. The Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

1. “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.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (insert name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, and the Federal awarding agency, or USDA.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal funds.”

Federal Water Pollution Control Act:

1. “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.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (insert name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, and the Federal awarding agency, or USDA.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.”

20. Debarment and Suspension

The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) or the Excluded Parties List System (EPLS), 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 LaRue County Public Schools. 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.

21. Byrd Anti-Lobbying Amendment

Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit [Standard Form – LLL, “Disclosure Form to Report Lobbying”](#) in accordance with its instructions.

Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

Demand for Assurances

In the event LARUE COUNTY SCHOOLS has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If the Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

LARUE COUNTY SCHOOLS will provide ten (10) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the satisfaction of LARUE COUNTY SCHOOLS within ten (10) calendar days, LARUE COUNTY SCHOOLS may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event LARUE COUNTY SCHOOLS prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

Compensable Damages for Breach

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with LARUE COUNTY SCHOOLS.

- Replacement costs.
- Cost of repeating the competitive bidding procedure expenses.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by LARUE COUNTY SCHOOLS for any other damages occasioned by the Contractor's breach of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated. The Contractor may terminate the contract if LARUE COUNTY SCHOOLS fails to meet the specified payment terms.

22. The successful Bidder shall make provision for the supplying of purchase order numbers as a part of any invoice issued to LARUE COUNTY SCHOOLS as a result of being awarded this Bid.
23. LARUE COUNTY SCHOOLS allocation and accounting systems may require the issuance of more than one Purchase Order (PO) for the materials in a Bid/Item and a separate invoice is required for each PO. Although more than one PO is issued for a Bid/Item, the purchase shall be considered a single order and the materials in the Bid/Item may be delivered in one shipment to one location, unless specific delivery/installation instructions are given elsewhere in this Invitation.
24. Payments for Bid items are paid monthly by the Board, depending on the time of receipt of the invoices.
25. If LARUE COUNTY SCHOOLS staff need to place a toll or long distance telephone call regarding complaints, adjustments, shortages, failure to deliver, etc., in connection with this contract, the vendor shall bear expense for all calls.
26. If a Bid is not made, the Bid form must be marked "No Bid" and returned with reasons stated why a Bid was not submitted. Otherwise, Bidder's name may be removed from the official mailing roster.
27. Bidders are invited to attend the Bid opening and requested to not telephone for a tabulation. Written notification shall be provided following awards by The Board.

28. Successful vendors shall provide two copies of Materials Safety Data Sheet (MSDS) on material covered by OSHA Standard 1910.1200 as a condition of purchase.
29. **The consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of any tobacco products or possession of firearms, while on a job for LARUE COUNTY SCHOOLS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms, is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and LARUE COUNTY SCHOOLS and may lead to the termination of said contract FOR CAUSE by LARUE COUNTY SCHOOLS.**
30. The Board does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) not to discriminate in such a manner. Further, The Board does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in, its programs or activities, as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does The Board discriminate on the basis of race, color, national origin, religion, age, creed, political affiliation, sex or marital status, in the education programs or activities it operates.
31. 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.
32. 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.
33. 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 LARUE COUNTY SCHOOLS. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to LARUE COUNTY SCHOOLS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
34. 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 LARUE COUNTY SCHOOLS.

Specifications:

Abraham Lincoln Elementary:

ITEM 1 - FURNITURE (1 REQ'D)

Palmer Hamilton Model 59T122960RD-S8

8 Stool Table 29"H x 60" dia.

Frame: Powdercoat

Frame Color: Black-BL

Laminate: Group 1

Laminate Choice: CUSTOM LOGO LAMINATE #2

Edge: EdgeGuard

Edge Color: Black (001)

Stool Color: Black

ITEM 2 - FURNITURE (1 REQ'D)

Palmer Hamilton Model LOGO- 59T122960RD-S8

LOGO Laminate for 59T122960RD-S8

Laminate: LOGO

Laminate Choice: CUSTOM LOGO LAMINATE #2

Edge: EdgeGuard

Edge Color: Black (001)

*NOTE: CUSTOM LOGO LAMINATE #2

ITEM 3 - FURNITURE (7 REQ'D)

Palmer Hamilton Model 59TV23293012-S12

12 Stool Table 29"H x 30"W x 12'L

Frame: Powdercoat

Frame Color: Black-BL

Laminate: Group 1

Laminate Choice: Wilsonart 4939-38 Vapor Strandz (A38-VSZ)

Edge: EdgeGuard

Edge Color: Black (001)

Stool Color: Black

ITEM 4 - FURNITURE (7 REQ'D)

Palmer Hamilton Model 59TV23293012-S12

12 Stool Table 29"H x 30"W x 12'L

Frame: Powdercoat

Frame Color: Black-BL

Laminate: Group 1

Laminate Choice: CUSTOM LOGO LAMINATE #1

Edge: EdgeGuard

Edge Color: Black (001)

Stool Color: Black

*NOTE: CUSTOM LOGO LAMINATE #1

ITEM 5 - FURNITURE (7 REQ'D)

Palmer Hamilton Model LOGO- 59TV23293012-S12

LOGO Laminate for 59TV23293012-S12

Laminate: LOGO

Laminate Choice: CUSTOM LOGO LAMINATE #1

Edge: EdgeGuard

Edge Color: Black (001)

*NOTE: CUSTOM LOGO LAMINATE #1

Hodgenville Elementary:

Palmer Hamilton Model No. 59T122960RD-S8

8 Stool Table 29"H x 60" dia.

Frame: Powdercoat

Frame Color: Black

Laminate: Adder

Edge: EdgeGuard

Edge Color: Black (001)

Stool Color: Black

*NOTE: Top Custom Logo Laminate #1

Black EdgeGuard

Palmer Hamilton Model No. 59T122960RD-S8

8 Stool Table 29"H x 60" dia.

Frame: Powdercoat

Frame Color: Black

Laminate: Adder

Edge: EdgeGuard

Edge Color: Black (001)

Stool Color: Black

*NOTE: Top Custom Logo Laminate #2

Black EdgeGuard

Palmer Hamilton Model No. LOGO-59T122960RD-S8

LOGO Laminate for 59T122960RD-S8

Logo Laminate #1

Laminate: LOGO

Laminate Choice: Logo Laminate #1

Edge: EdgeGuard

Palmer Hamilton Model No. LOGO-59T122960RD-S8

LOGO Laminate for 59T122960RD-S8 -

Logo Laminate #2 Laminate: LOGO

Laminate Choice: Logo Laminate #2

Edge: EdgeGuard

Edge Color: Black (001)

Palmer Hamilton Model No. 59T123260RD-S6
6 Stool Table 32"H x 60" dia. Wheelchair Accessible
Frame: Powdercoat
Frame Color: Black
Laminate: Adder
Edge: EdgeGuard
Edge Color: Black (001)
Stool Color: Black
*NOTE: Top: Custom Logo Laminate #1
Black EdgeGuard

Palmer Hamilton Model No. LOGO
LOGO Laminate for 59T123260RD-S6
Logo Laminate #1
Laminate: LOGO
Laminate Choice: Logo Laminate #1
Edge: EdgeGuard
Edge Color: Black (001)

Palmer Hamilton Model No. 60T23293012-S12
12 Stool Table 29"H x 30"W x 12'L
Frame: Powdercoat
Frame Color: Black
Laminate: Group 1
Laminate Choice: Wilsonart Catalina 13092-60
Edge: EdgeGuard
Edge Color: Black (001)
Stool Color: Black

Palmer Hamilton Model No. 60T23293008-S08
8 Stool Table 29"H x 30"W x 8'L
Frame: Powdercoat
Frame Color: Black
Laminate: Group 1
Laminate Choice: Wilsonart Catalina 13092-60
Edge: EdgeGuard
Edge Color: Black (001)
Stool Color: Black

Palmer Hamilton Model No. METHOD-18A-BLK- SLV
Method 18 Inch High
Shell Color: Black (BLK)
Frame Color: Powder Coated Silver (SLV)

Award Criteria

Since routine scheduled service, training and efficiency analysis are a mandatory part of the requirements of this proposal, installation timeline, quality of references and contacts and price will be considered equally in determining the award.

The Bid shall be awarded based on the best value to the **LaRue County Food Service Department** and this determination shall be made solely by this office. The award shall be determined by these items and weighted accordingly.

65pts. Overall Price

20pts. Installation Timeline

15pts. Quality of References and Contacts

Total Possible Score

100pts

CHECKLIST OF ITEMS TO INCLUDE WITH BID SUBMISSION

_____ Signature/Date on Page Four

_____ Taxpayer Identification Number (if not a Corporation)

_____ Requirements Bidder has or shall need if awarded the Bid (if required)

_____ Documents necessary to initiate contractual relationship between Bidder and LARUE COUNTY SCHOOLS (if required)

_____ Response Sheet

_____ 3 Written references from school districts or learning centers

Thank you for providing this information:

1. I shall shall not extend this contract to other state governmental agencies.
2. Yes, I am a minority or woman owned business.
 No

Please provide Taxpayer Identification Number.

_____/_____/_____ or _____/_____
Social Security Number Employer Identification Number

RESPONSE SHEET

Costing of the Furniture:

The price quoted shall be for delivery (with removal of all trash) and installation (to include unload, uncrate, assemble, and set in place) of the specified items below.

Prices quoted are to be F.O.B. delivered to:

Abraham Lincoln Elementary, 2101 Lincoln Farm Rd., Hodgenville, KY 42748

Hodgenville Elementary School, 33 Eagle Ln., Hodgenville, KY 42748

Quotations should not include city, state sales and federal excise tax. Prices are for a one-year contract as designated below.

Contract Period: Beginning April 1, 2024 and ending March 31, 2025

Description	Total Cost