Kentucky Valley Educational Cooperative

Invitation to Bid

Bid Opening:	**May 12, 2022 1:30 p.m.**
Bid due by (closing):	**May 12, 2022 1:00 p.m.**
Bid Item(s):	**CLEANING SUPPLIES & EQUIPMENT**
Bid Reference#:	**KVEC-Cleaning Supplies & Equipment-2022/2023**
Contract Period:	**July 1, 2022-June 30, 2023**

Notice is hereby given that sealed bids for distribution of food service supplies for the Kentucky Valley Educational Cooperative (KVEC) members will be received at the KVEC office: Kentucky Valley Educational Cooperative

412 Roy Campbell Drive
Hazard, KY 41701
Phone: (606) 436-3161
Fax: 606-439-1322
ATTN: Jerry Green
jerry.green@hazard.kyschools.us

Information pertaining to any item or conditions in this bid request may be obtained by contacting the **KVEC office.** Contact information is located on the KVEC website (www.kentuckyvalley.org). The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the internet at KVEC website beginning on the bid public notice date and until the time and date specified for the bid opening. **Approved vendor information will be available upon official board action.**

In submitting this bid, it is expressly agreed that, upon proper acceptance by the KVEC Board of Directors of any or all items bid, a contract shall thereby be created with respect to the items accepted.

Bids must be received at the **listed location**, not later than the specified bid opening time and date. Bids received after the time designated for the bid opening will not be accepted. Bids should be sealed in an envelope and clearly marked ***"BID ENCLOSED"*** **and should include Bid Reference #.** The participating bidding institutions cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time.

SECTION I
BID/CONTRACT CONDITIONS & INSTRUCTIONS

***Bids will not be accepted if not accompanied by HACCP documentation ***

1. **CONTRACT PERIOD:** The duration of this contract shall be for the period of twelve (12) months beginning with the contract start date.

2. **Delivery of Bids:** Offers received after the time and date of bid opening will be returned unopened to the appropriate bidder. If a deliverer (UPS, Federal Express, Express Mail) can provide documented proof as evidenced by the signature of a hosting employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for bid opening and, through fault of hosting personnel, the bid did not get to the proper authority, the bid will be considered. Offers delivered in Express Mail, Federal Express, UPS or any other such deliverers envelop shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected.

3. **Response Form:** Bidders must use without alteration the provided official vendor response form. If any alterations are made to the vendor response form, the bid will be rejected.

4. **Correction of Mistakes:** All quotations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent. Corrections should be initialed in ink by the person making the correction. All initials will be explained in a visible and appropriate place with the full name of the person making the correction.

5. **Bid Award:** This bid is awarded based on the lump sum of core line items with lowest bid amount. Core list is highlighted in yellow on the milk response form. These items will be the only ones considered in bid award. Failure to bid 90% of listed products on a bottom line bid is considered a Non-Responsive bid. It is KVEC's intent to award a single vendor. However, due to the different needs of the participating members, KVEC reserves the right to make multiple awards.

6. **Piggybacking:** KVEC would also like to make the same pricing structures available to other area Board of Educations that become members of KVEC throughout the fiscal year. Bidders shall indicate whether they shall extend pricing. Inclusion is not mandatory and will have no bearing on the contract award.

   Agree to extend to other BOEs ✓

   Do not agree to extend prices to other BOEs _____

7. **Taxes:** Bidders shall not include Federal Excise Tax, transportation tax. or sales tax in the quotation as these taxes do not apply to county boards of education.

   Juices or other beverages that generate a beverage tax shall have the beverage tax included with the distribution fee charged for that item.

8. **GIFTS AND GRATUITIES:** Acceptance of gifts from contractors and the offerings of gifts by contractors are prohibited. No employee of the boards of education or KVEC under provisions of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation any gift, kickback or gratuity. Any conflicts of interest are prohibited.

9. **REVIEW AND AWARD:**
   A. **Bid Review-** After the public opening of bids, cooperative officials will require a minimum of five (5) working days for review. A representative who can respond to questions should be available by phone during bid evaluations.

   B. **Bid Award System.** Bids will be awarded to the distributor with the lowest total bottom line on core items and who has met the requirements as set forth in the bid document.

   C. **Bid Evaluation-** Bids will be checked for accuracy of mathematical extensions and additions. All bids shall be subject to verification.

   D. **Final Affirmation of Bid.** Upon Evaluation of returned bids, successful bidders will be notified. A Bid Award letter shall be forwarded after final approval to the successful bidder(s). Upon completion of bid evaluation & KVEC board approval. Food Service Directors will present the recommended successful bid to their respective Boards of Education for **final approval.** At this time, Food Service Directors will affirm bidders of acceptance by their Boards of Education.

10. **ACCESS TO BID INFORMATION/PUBLIC RECORDS:** Bids may be examined by bidders during normal working hours **only after bid award.** Request for examination should be made in writing to KVEC. Official copies of the bids will be located at KVEC. **No files will be removed from sites premises.**

    Written notices of award and Final Affirmation of Bid Award **emailed or faxed to responding bid department personnel and may be returned by Fax or Email.**

11. **RIGHT TO REJECT BID:** KVEC reserves the right to reject any and all bids or any part thereof. They reserve the right to make such selection as, in their judgment, is in the best interest of the boards of education. They also reserve the right to eliminate those bids where specifications have not been met.

12. **SERVICE LEVEL:** The contractor shall fill all original orders at a monthly average of 95% or above on the scheduled delivery day. Company delivery errors shall be corrected within forty-eight (48) hours.

13. **DELIVERY CONDITIONS:**
    A. **Market Orders**-Participating schools will develop and utilize a generic Market Order based on bid information.
    B. **Drop Ship.** Products are being bid for drop shipment to each school.
    C. **Delivery Frequency.** The frequency of delivery shall be mutually agreed upon with central office directors. These details are available from the Food Service Directors. **Delivery schedules should be coordinated with each food service director/supervisor.** Contact persons and telephone numbers will be provided upon request from awarded vendors.
    D. **Holiday Deliveries.** Holidays shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day mutually agreed upon by the school food service director and the successful bidder.
    E. **ACCEPTABLE DELIVERY TIME:** ACCEPTABLE DELIVERY TIMES ARE AS FOLLOWS- NOT BEFORE 6:00am AND NOT AFTER 2:30pm.
    F. **Snow Days.** Because policies are not consistent for all participants, delivery schedules on snow days must be discussed with each director. Deliveries will be verified within 24 hours after school resumes.
    G. **Special Deliveries.** Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.
    H. **Delivery Verification.** Each delivery shall be verified on the delivery ticket by the signature of a designated school representative. The designated representative will verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. However, immediate verification cannot be made on deliveries before school opens, after school closes or during meal service. Deliveries made during these times will be signed by a school representative; however, deliveries will **not be verified** until designated personnel either arrives at the school or finishes meal service. Variations from the norm, i.e. shortages, damages, etc., shall be noted at these times. The contractor may not be required to issue credits for errors not detected at this time except for hidden damages.
    I. **Delivery Storage.** Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen). Drivers or helpers shall not be required to store or rotate merchandise on shelves.
    J. **Independent Carrier for Delivery.** If the contractor chooses to ship deliveries by an independent carrier, the contractor must pay freight costs.

14. **ITEM SUBSTITUTIONS AND OUT-OF-STOCKS:**
    A. **Out-of-stock Items.** If a contractor is temporarily out-of-stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the food service director. The **food service director shall be notified of out-of-stocks twenty-four (24) hours prior to delivery.** Contact persons' names and addresses will be provided to the awarded bidder. Substitutions shall be noted on

delivery tickets/invoices. Participants shall NOT be assigned as an "automatic substitute customer."

B. **Unavailability of Appropriate Product.** If a contractor is unable to deliver appropriate products, the county shall in good faith and in its sole discretion, purchase product of equal or greater quality from another source. The supplier shall be responsible and liable for the difference in the cost between the amount paid for the substitute product and the amount which would have been paid had the product been delivered. The supplier shall not be entitled to complain that the substitute product could have been purchased at a lower price.

C. **Unavailability of Approved Brands.** Failure to provide approved brands, as bid, throughout the contract term shall constitute a breach of contract and participants shall not be obligated to accept anything other than pre-approved brands. In such case, the participants shall pursue other contractors for the unavailable items.

15. PURCHASE ORDERS AND INVOICING:

A. **Purchase Orders and Payment.** Inasmuch as program funding is a participant's responsibility, vendors must agree to accept individual participants purchase orders. Boards of Education shall pay by invoice left at the time of delivery. Boards of Education shall make timely payments upon receipt and verification of contractor invoices. Vendor agrees to provide a monthly statement for reconciliation.

B. **Invoices.** Invoices for payment shall be issued to each participant, providing separating statements for food and supplies if requested.

C. **Available Funding.** If the effective dates of this bid extend beyond the current state or federal fiscal year, it is understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the school system reserves the right to change item identifications, decrease quantities and/or delete items.

16. TERMINATION OF CONTRACT:

A. **Procedure.** The contract may be canceled for cause by either party upon issuance of written notice. KVEC will terminate the contract if the successful contractor fails to perform at the level specified in the contract document, and the successful contractor may terminate the contract if the boards of education fail to meet the specified payment terms. Each party shall follow the procedure outlined below, if a contract is to be terminated:

Step 1 Issue a warning letter outlining violations and the length of time (two weeks) to correct the problem.
Step 2 Issue a letter of Intent to Cancel Contract, if the problem is not resolved by the given date.
Step 3 Issue letter of Contract Cancellation.

B. **Labor Disputes.** In the event that the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by the cooperative. In the event of a

labor dispute, which continues for more than ten (10) working days, the Cooperative may cancel the contract and the contractor will not be responsible for damages due to labor dispute. During the ten days, participating Cooperative(s) will discuss alternatives with the contractor.

C. **Performance Evaluation.** Contractor performance will be evaluated; unsatisfactory performance may result in removal from the eligible contractors' list. A Vendor evaluation form is to be completed annually.

D. **Inconvenience to the Cooperative.** After acceptance, the successful contractor will be liable for any damages or expenses, including attorney fees, incurred as a result of its violations or attempts by the participants to enforce this contract.

17. **BUYER-CONTRACTOR RELATIONSHIP.** Under arrangements of this contract, it is the contractor's responsibility to represent the interest of the school system and interface with packers on problems relating to product pack and quality.

18. **STANDARD CONTRACT CONDITIONS.**

A. **Authority.** This contract shall be governed in all respects – as to validity, construction, capacity, and performance or otherwise – by the laws of Kentucky and the United States.

B. **Civil Rights Act Compliance.** Contracts providing service under this Notice Inviting Bid, herewith, assure the Cooperative they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

C. **Tax Certification of Exemption.** State Sales and Use Tax Certificate of Exemption form will be issued upon request.

D. **Records.** The contractor agrees to **retain all books, records and other documents relative to this agreement for three (3) years after final payment.** The participants, its authorized agents, and/or State/ Federal representatives shall have full access to, and the right to examine and audit any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until state matter is closed.

E. **Certification of Compliance.** Depending upon the size of the contract, certification of compliance with provisions of the following Acts should be included in the standard terms and conditions of the Notice Inviting Bids:

- ***All Contracts:*** Energy Policy and Conservation Act (PL 94-163); Provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder; Provision of the Fair Labor Standards Act.
- ***Contracts in excess of $20,000;*** Executive Order 11246, an Equal Employment Opportunity, as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).
- ***Contracts in excess of $100,000;*** Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Air Act (33 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15).
- ***Contracts involving research, developmental, or experimental work;*** The requirements established in USDA regulation, 7 CFR 3015.175 concerning

USDA rights to copyrights, patent rights and rights to date and reporting of discoveries and inventions.

F. Conducting Bid: This bid will be conducted consistent with the Kentucky Model Procurement Code KRS 45A and Federal procurement laws.

G. Procurement Clause:

PENALTY- The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school may have to seek other interim product sources. Failure to deliver 100% of the items on this list within 48 hours shall be considered default.

A successful bidder/contractor should have a proven record of service, particularly with the respect to delivering all items on a regular basis, at favorable prices. A contractor may be designated as unacceptable if the requirements listen herein have been previously violated and/or poor communications exist between the seller and the school district.

Modifications, additions, or changes to the terms and conditions of the bid/contract may be a cause for rejection of bid/contract. Bidders/Contractors are requested to submit all bids/contracts on official forms. Bids/Contracts submitted on company forms may be rejected.

SOURCE: Procurements Standards Handbook (Child Nutrition Programs), revised October 1989.

EXCLUSIVITY: The participating schools agree to use the designated contractor as an exclusive source for the various items and services as listen herein as well as for comparable substitutes and supplemental items. The only anticipated exception might be in time of emergency.

H. NON-DISCRIMINATION

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

(1) The seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status, or political opinion or affiliation. The seller shall take affirmative action to ensure that applicant are employed, and the employees are treated during employment without regard to their age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status or political opinion or affiliation. Such actions shall include, although not limited to, the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The seller agrees to post in conspicuous places notices setting forth the provisions of this equal opportunity clause.

(2) In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Ave, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 632-6136 (Spanish). USDA is an equal opportunity provider and employer.

(3) The seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the seller: state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, national origin, handicap condition, marital or prenatal status, race, sex, veteran status, or political opinion or affiliation.

(4) The seller shall cause any subcontractor engaged to perform any services required by this contract to include this equal opportunity clause in all solicitation, advertisement, and employment practices it shall perform.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

19. **Hold Harmless:** It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and save harmless KVECs, and participating KVEC from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by wither order or contract; and the bidder further agrees to identify and save harmless KVEC & KVEC from suits or action of every nature and description against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or form any of the acts of the contractor, his/her servants or agents.

20. **LOBBYING**

    The Contractor will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the Kentucky Valley Educational Cooperative.

21. **Non-Bid Items:** KVEC and/or its participating members may request contract pricing on items NOT listed in this bid. These requests shall be made to the AWARDED vendor(s) and two other available vendors in order to receive three quotes. Pricing SHALL include delivery.

22. **Escalation/De-Escalation:** Bidders are requested to bid a FIRM price and an Escalating/De-Escalating price. For evaluation purposes, vendors should use pricing for the current year, month of April. Vendors should include with their bid, the formula used to calculate this price. Districts shall notify vendor as to which pricing method they shall use throughout the contract period.

SECTION II
PRODUCT REQUIREMENTS

1. **ITEM IDENTIFICATION (ID):** Please carefully read all identifications. UNDER NO CIRCUMSTANCES are items to be substituted. All items are subject to inspection and testing after arrival at the destination. In the event any item is defective or does not otherwise conform to product identifications, it will be returned to the vendor at the vendor's expense.

   In addition, school systems reserve the right to have any product tested by the proper United States Department of Agriculture (USDA) testing agency for conformance to stated product identification. Should any item fail to meet the product requirements as specified in the bid, the vendor will be charged testing charges and shall agree to reimburse the schools system for said charges.

2. **PRODUCT PROTECTION GUARANTEE:** School systems have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appears on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

3. **IMPORT PRODUCTS:** Federal regulations prohibit the use of federal funds for purchasing products produced, canned or packed outside of the United States.

TERMS OF REFERENCE SPECIFIC TO PRODUCT IDENTIFICATIONS

4. **CN LABEL.** When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.

5. **STANDARDS OF IDENTITY.** All products must conform to U.S. minimum standards requirements. If not, the supplier (packer) is not only in violation of the contract with the school system, but also with the Federal Food and Drug Administration and/or the Federal Trade Commission. Three (3) important federal regulations pertaining to canned

foods are listed below. These and other federal regulations are automatically part of bid requirements.

A. Net Container Quantity – The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of the Federal Food, Drug and Cosmetics Act regarding the individual specifications for standard of fill for the products as prescribed in 21 CFR Part 100-169.

B. Fill of Containers- All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with section 401 of the Federal Food, Drug and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR Part 100-169).

C. Drained Weights – Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act for drained weight, as prescribed in the individual specifications of each product in 21 CFR Part 100-169. Except for whole tomatoes, drained weight is not a factor of USDA grade. The USDA standards indicate recommended drained weight for certain items, in which case these standards must be met.

BUY AMERICAN

In accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act; Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998, requires SFA's to purchase domestically gown and processed foods to the maximum extent practicable. Purchases made in accordance with the Buy American provision follows applicable rules for free and open competition.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of __5_day (s) in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications: (a) Price of the domestic food alternative substitute(s); and (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered. (2) Reason for exception: limited/lack of availability or price (include price): (a) Price of the domestic food product; and (b) Price of the non-domestic product that meets the required specification of the domestic product.

(d) Buy American -

(1) Definition of domestic commodity or product. In this paragraph (d). the term 'domestic commodity or product' means -

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2)Requirement. . A certification of domestic origin for products which do not have a country of origin label must be provided.

(i)In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase. to the maximum extent practicable. domestic commodities or products.

(ii)Limitations. Paragraph (d)(2)(i) of this section shall apply only to -

(A) A school food authority located in the contiguous United States: and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(3) Applicability to Hawaii. Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

210.21-14: Buy American Provision

January 23, 2002

All State Directors
National School Lunch Program (NSLP)
School Breakfast Program (SBP)
Southeast Region

This Policy rescinds 210.21-08 "Buy American Requirement"

Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Regulations implementing these requirements were published on September 20, 1999. Nevertheless, the domestic food industry continues to express concerns that program funds are being used to purchase foreign agricultural products. In response to this concern, report language accompanying the Agricultural Appropriations Act for Fiscal Year 2002 requires the Department to report to Congress on its activities directed toward enforcing the buy American provision. Therefore, we are writing this memo to reiterate the requirement of the "Buy American" provision of the law.

Given the importance that Congress attaches to the "Buy American" provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just to Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

CHARLIE SIMMONS
Regional Director
Special Nutrition Programs

SECTION V

Return ALL attachments in this section

ATTACHMENT A VENDOR RESPONSE FORM

ATTACHMENT B CERTIFICATE OF DEBARMENT

ATTACHMENT C AFFIDAVIT OF NON-CONCLUSION

ATTACHMENT D STATEMENT OF SUBMISSION

All attachments in this section must be returned

Only return attachments in this section and HACCP documentation

Do NOT return any other sections or attachments

Current KVEC member districts available for bid are:

Ashland Independent, Breathitt County, Carter County, Floyd County, Knott County, Lee County, Leslie County, Letcher County, Owsley County, Perry County, Pike County, Wolfe County, Hazard Independent, Harlan Independent, Johnson County, Jackson Independent, Jenkins Independent, Lawrence County, Martin County, Magoffin County, Middlesboro Independent, Paintsville Independent, Pikeville Independent, Menifee County, and Robertson County

Please strike out any district you can NOT service, however, special consideration will be given to any company who can service all districts.

U.S. DEPARTMENT OF AGRICULTURE

Certification regarding Debarment, Suspension, Ineligibility and Voluntary exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant in unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

EAST KENTUCKY CHEMICAL, INC.
Company Name

KVEC-CLEANING SUPPLIES + EQUIPT -2022/2023
Bid Reference Number

JIM ALTMAN
Name and Title of Authorized Representative

Signature

5/12/22
Date

NON-COLLUSION STATEMENT

I state that I am PRESIDENT (Title) of EAST KENTUCKY CHEMICAL, INC. (Name of Firm) and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.

(5) My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.

{Signature}

PRESIDENT

{Title}

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the bid invitation. In compliance with all general and specific terms and conditions of the bid invitation. in consideration of the detailed description attached hereto. and subject to the statements of Authentication, Non-Collusion. and Non-Conflict of Interest thereof. the undersigned agrees that. upon proper acceptance by the KVEC Board and participating Boards of Education of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the bid offer accepted.

EAST KENTUCKY CHEMICAL, INC.
Bidding Firm

JIM ALTMAN
Contact Name

PO BOX 2199
Address

CINDY@EASTKYCHEMICAL.COM
Contact E-mail

PIKEVILLE, KY 41502
City, State. Zip

(606) 432-8300
Phone #

JIM ALTMAN
Printed name of Authorized Signatory

Signature

5 / 12 / 22
Date

Acceptance of Bid as Contract

I JIM ALTMAN, understand that if my bid is accepted and approved, this document represents a contract to accept the bid as submitted. I understand that upon approval by the KVEC board of directors, a copy of this signed contract will be returned to me along with an award letter.

By signing this contract, the firm EAST KY CHEMICAL, INC. *agrees to use only 100% domestically grown and processed products in accordance with the Buy American Provision in accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act: Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998.*

We certify that the products bid were processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S

JIM ALTMAN
Printed name of Authorized Signatory

Signature

5 / 12 / 22
Date

Jerry Green
KVEC Executive Director

5 / 12 / 22
Date