



# LEXINGTON

## Lexington-Fayette Urban County Government Division of Family Services Bid #138-2022 Catering Services for Family Care Center

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for Catering Services for the Family Care Center, as per the following specifications:

### NOTES TO BIDDER:

- Breakfast, lunch and snack should be delivered individually wrapped and ready to serve.
- Pricing shall include all shipping, delivery and handling to 1135 Harry Sykes Way, Lexington, KY 40504.
- ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.
- All questions are to be posted to <https://lexingtonky.ionwave.net>. Phone calls or emails will be directed to the aforementioned website.
- Please submit pricing on the “Line Items Tab” on IonWave website **and** fill out the Meal Services agreement in its entirety and post back to “Response Attachments” tab on the IonWave website. Failure to do so **will make** your submittal non-responsive and it **will not** be considered for contract award.
- All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid **will be** considered non-responsive and not considered.
- In order to be considered for contract award, your company has to be registered with the state to be awarded a contract. There are instructions attached.

**Request for Child and Adult Care Food Program (CACFP) Catering Quote**

The center should complete the name lines and column 1 and 2 prior to sending to the caterer for request of quote.

Caterer should complete columns 3 and 4 and remainder of form and return with price quote by date and time specified by the center.

<b>Sponsor/Center Name:</b> _____ Family Care Center _____				
<b>*MEALS FOR AGES 1-5 ARE BASED UPON PORTION SIZES FOR AGES 3-5.</b>				
<b>Meal</b>	<b>1. Estimated Total No. of Meals per Day</b>	<b>2. Preferred Delivery time</b>	<b>3. Unit Price per Meal</b>	<b>4. Total Price</b>
Breakfast (Ages 1-5)*	85	6:30 a.m.		
Breakfast (Ages 6-18)				
Breakfast (Adult)				
Lunch (Ages 1-5)*	85	10:00 a.m.		
Lunch (Ages 6-18)				
Lunch (Adult)				
Supper (Ages 1-5)*				
Supper (Ages 6-18)				
Supper (Adult)				
Snack (Ages 1-5)*	85	10:00 a.m.		
Snack (Ages 6-18)				
Snack (Adult)				

**Total:** \_\_\_\_\_

By signing this quote, I hereby state that I have read and agree to the all the requirements listed in the CACFP Catering Agreement and have reviewed the meal pattern requirements (provided by the center).

**Caterer Company Name:** \_\_\_\_\_

**Authorized Caterer Representative:** \_\_\_\_\_  
 (Signature) (Date)

**Name and Title:** \_\_\_\_\_  
 (Print or Type)

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

## Lower Tier Covered Transactions

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier

**Covered Transactions** *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)** A. The prospective lower tier participant certifies, by submission of this proposal, 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; B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

## Child and Adult Care Food Program (CACFP) Meal Service Agreement

<b>Name of Sponsor/Institution: Family Care Center</b>	<b>CNIPS ID: 11475</b>
<b>Contact Person: Sheila Horton-Holt</b>	<b>Phone No. 859-288-4040</b>
<b>Address: 1135 Harry Sykes Way</b>	
<b>Lexington, KY 40504</b>	

\_\_\_\_\_ agrees to furnish meals daily to the above child care center for the period from:  
 \_\_\_\_\_ to \_\_\_\_\_, except for holidays or other days of in-operation complete with

required (indicate below):

- paper products
- condiments
- Milk

**\*AGES 1-5 MEALS BASED ON PORTION SIZES FOR AGES 3-5.**

Meal Type/Age	Estimated Total No. of Meals Per Day	Estimated No. of Serving Days per Year	Unit Price per Meal	Total Price	Delivery or Pick-up Time
Breakfast (1-5)*	85	248			6:30a.m.
Breakfast (6-12)					
AM Snack (1-5)*					
AM Snack (6-12)					
Lunch (1-5)*	85	248			10:00p.m.
Lunch (6-12)					
PM Snack (1-5)*	85	248			10:00p.m.
PM Snack (6-12)					

**TOTAL PRICE: \$ \_\_\_\_\_**

\_\_\_\_\_ agrees to:

- Ensure that meals/snacks meet the minimum meal pattern requirements of program regulations, 7 CFR Part 226, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meals/snacks ordered, including nutrition and/or Child Nutrition (CN) labels .
- Maintain receipts and cost determination records for a period of 3 years after the end of the agreement period.
- These records will be made available to representatives of the Kentucky CACFP, U.S. Department of Agriculture, the child care center or any other appropriate state or federal officials.
- Provide meals in: \_\_\_\_\_ bulk or \_\_\_x\_\_\_ unitized
- Prepare meals for: \_\_\_\_\_ pick up by center or \_\_\_x\_\_\_ delivery by caterer at the time(s) indicated above.
- Provide delivery slips using the Kentucky CACFP delivery slip form or equivalent.
- Submit billing invoice for payment by the \_\_\_10th\_\_\_ of each month to mailing address provided by center.
- Notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.
- Any other information pertinent to the agreement may be included and attached to this agreement by the center.

The Sponsor/Institution agrees to pay for meals based on the above unit price(s) within \_\_\_\_\_30\_ days of receipt of invoice.

\_\_\_\_\_ agrees to provide meals that are safe and wholesome, but that any liability is severed upon receipt of meals.

If for any reason, this agreement is no longer desired, either party may terminate these services with a 14 days notification.

IN WITNESS WHEREOF, the parties here to have caused said agreement to be executed by their duly authorized officers.

By: \_\_\_\_\_  
Authorized Signature Date

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Child Care Center

\_\_\_\_\_  
Caterer

**Agreement Renewal First Year**

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 20\_\_\_\_\_.

**First Year Renewal: October 1, 20\_\_\_\_\_ to September 30, 20\_\_\_\_\_**

By: \_\_\_\_\_  
Authorized Signature Date

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Child Care Center

\_\_\_\_\_  
Caterer

**Agreement Renewal Second Year**

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 20\_\_\_\_\_.

**Second Year Renewal: October 1, 20\_\_\_\_\_ to September 30, 20\_\_\_\_\_**

By: \_\_\_\_\_  
Authorized Signature Date

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Child Care Center

\_\_\_\_\_  
Caterer

## Registered Caterer Information

The purpose of this fact sheet is to explain how to become a registered caterer and be included on the Child and Adult Care Food Program Registered Caterer List.

The Kentucky Department of Education, Division of School and Community Nutrition, administers the federally funded Child and Adult Care Food Program (CACFP). This nutrition program reimburses participating childcare centers and adult daycare centers for meals provided to participants in their care.

All Food Service Management Companies that provide meals for participants enrolled in CACFP must register with the Department of Education and submit documentation authorizing operation of a food service establishment. **Institutions wishing to use a Food Service Management Company outside of the School Food Authority must use a caterer on the current year Registered Caterer List.**

Getting Registered: The following must be submitted to School and Community Nutrition:

- Completed caterer registration form
  - Copy of current food service permit
  - Copy of most recent food service inspection report
  - Copy of Current Food Service Manager Certification (if applicable to your county)
- (Above items are required to be submitted annually by July 30.)

### Steps to Follow:

1. Complete the caterer registration form by either printing out and completing manually or saving the document to your computer and completing electronically.
2. Print out (if you haven't already) and sign the document in ink.
3. Submit the completed registration form and all of the required documents to the address listed below **OR** scan and email to [cacfpatering@education.ky.gov](mailto:cacfpatering@education.ky.gov), **OR** fax to 502-564-5519/ Attention: Elizabeth Fiehler.

**Kentucky Department of Education  
Division of School and Community Nutrition  
Attention: Elizabeth Fiehler  
300 Sower Blvd., 5<sup>th</sup> Floor  
Frankfort, KY 40601**

Upon receipt and review of all items, the caterer will be notified by email and their contact information will be added to the CACFP Registered Caterer List.

Additional catering resources can be found on the State Agency website: ***SponsorNet***.





**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION  
Bid #138-2022 Catering for Family Care Center**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with these provisions prior to final acceptance of its bid and the commencement of any work or the provision of any goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO

COMPLY WITH THE INSURANCE REQUIREMENTS BELOW OR THE INDEMNITY REQUIREMENTS, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Auto Liability	\$ 1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100k
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and any required Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products Liability coverage.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

**DEFAULT**

Vendor understands and agrees that the failure to comply with any of these risk management provisions shall constitute a default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the contract or work.