



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 1, 2017

INVITATION TO BID #104-2017 Catering for Family Services

Bid Opening Date: August 15, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **8/15/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 1135 Harry Sykes Way, Lexington, KY 40504

Bid Security Required: ___ Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___ Yes No

Check One:	Proposed Delivery:
___ Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	___ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes ___ No	

Submitted by:

Chet Doug's Gourmet Foods LLC
Firm Name

120 N. Main Street Box 763
Address

Winchester Ky 40392-0763
City, State & Zip

Bid must be signed:
(original signature)

[Signature]
Signature of Authorized Company Representative - Title

Doug Johannes
Representative's Name (Typed or printed)

859 585-1464
Area Code - Phone - Extension Fax #

djohannes69@gmail.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Douglas A. Johannes and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Douglas A. Johannes Jr and he/she is the individual submitting the bid or is the authorized representative of Chef Doug's Gourmet Foods LLC. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Clark

The foregoing instrument was subscribed, sworn to and acknowledged before me by Douglas A. Johannes on this the 11th day of August, 2017.

My Commission expires: 1-5-20

Valeria Danum #547021
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are 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 and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #104-2017 Catering for Family Services"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation,) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-(1) year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (X) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

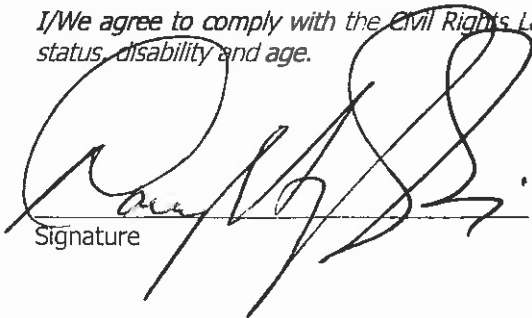
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

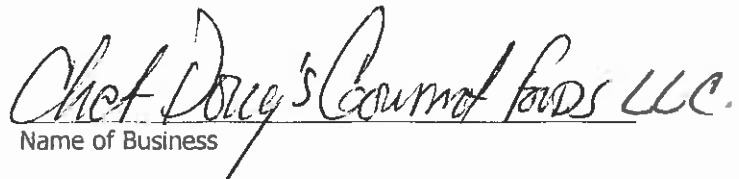
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.


Signature


Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. **Cancellation:** LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Chef Doug's Gourmet Foods LLC.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators						1										1	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft			2			1										1	2
Service/Maintenance						1										1	1
Total:																	

Prepared by: Doug Johannes, Chef Owner Date: 8, 11, 17
(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least

51% owned and operated by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the "MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFCUG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFCUG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

"A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirle Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatrice@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 104-2017

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Chet Doug's Gourmet Foods LLC 19 WANSFORD AVE Winchester KY 40391 859 595 1464	MBE	Food service catering/contracting	Unknown	100%
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Chet Doug's Gourmet Foods
 Company
8/16/17
 Date

Randy Johnson
 Company Representative
Chef/owner
 Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 104-2017

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. Chef Doug's Gourmet Foods 19 Wauspott Ave Winchester Ky djohnwes69@gmail.com		Foodservice		Unknown	100%
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Chef Doug's Gourmet Foods
Company
8/11/17
Date

Doug Shames
Company Representative
Chef/owner
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 104-2017

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <i>Chef Doug's Gourmet Foods LLC</i>	Contact Person <i>Doug Johannes</i>
Address/Phone/Email <i>19 WAWSCOTT Ave, Winchester Ky 859 585 1464 djohannes69@gmail.com</i>	Bid Package / Bid Date <i>104-2017</i>

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<i>Chef Doug's Gourmet Foods 19 Wawscott Ave Winchester Ky</i>	<i>Doug Johannes</i>	<i>859-585-1464</i>	<i>8/11/17</i>	<i>Food service</i>	<i>EMAIL OR PHONE</i>		<i>AA</i>	<i>N/A</i>

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Chef Doug's Gourmet Foods LLC
 Company
 Date 8/11/17

Doug Johannes
 Company Representative
 Title *Chef/Owner*



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 104-2017
 Total Contract Amount Awarded to Prime Contractor for this Project 100%

Project Name/ Contract # <u>Saturday Family Care</u> <u>104-2017</u>	Work Period/ From: <u>8/16/2017</u> To: <u>8/16/2018</u>
Company Name: <u>Chet Doug's Gourmet Foods LLC</u>	Address: <u>19 Wauscott Ave, Winchester Ky 40391</u>
Federal Tax ID: <u>47-2421863</u>	Contact Person: <u>Doug Johnson</u>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Chet Doug's Gourmet Foods LLC [Signature]
 Company Company Representative
8/11/17 Chet/Owner
 Date Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 104-2017

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses ~~firms~~ to participate.

Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an

agreement could not be reached.

Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries

Other-any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Chet Davis Gamet Bros LLC

Company

[Signature]

Company Representative

8/11/17

Date

Chet Davis

Title

KY CACFP

STANDARD CATERING CONTRACT



Kentucky Child and Adult Care Food Program

Division of School and Community Nutrition
Child and Adult Care Food Program
500 Merc Street
Frankfort, KY 40601

Phone: 502-564-5625
Fax: 502-564-5519

Web site: <http://education.ky.gov/federal/SCN/Pages/Child-and-Adult-Care-Food-Program.aspx>

FY 2017

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KY CACFP STANDARD CATERING CONTRACT

THIS CONTRACT is entered into between Lexington Fayette Urban County Government/Department of Social Services/Division of Family Services hereinafter referred to (First Party) as the *Institution or Facility* and Chet Dole's Gourmet Foods LLC. (Second Party) herein after referred to as the *Caterer*.

This contract will become effective when an authorized representative of both have signed the contract and will expire on **September 30, 2018**. Either party may choose to terminate the contract at any time in accordance with the terms specified herein. Delivery of catered meals shall commence after the Institution or Facility has received State Agency approval to participate in the CACFP. The Institution or Facility will notify the Caterer to commence meal delivery.

I. The Parties Agree to the Following General Terms:

A. Scope of work.

The scope of this contract is to provide meals specified by the Institution and deliver the specified meals to the site or sites the Institution identifies in the Delivery Schedule on Attachment 7 to this contract. Meals shall be delivered daily in accordance with all quote specifications and attachments regarding this contract. (See Attachments 1 - 7.)

B. Governing law.

This contract shall be enforceable under the laws of Kentucky and parties shall be required to comply with all applicable federal and state laws, rules and regulations regarding the execution and enforcement of this contract and its use in the CACFP.

C. The Kentucky Department of Education (KDE) and State Agency.

The KDE or State Agency is not a party to this contract nor is it responsible for its execution or the enforcement of any payments or performance. The KDE's and State Agency's sole role is providing a standard contract pursuant to 7 CFR §226 and ensuring compliance with reimbursement and contracting conduct of CACFP Institutions or Facilities. Any representation either implied or stated by any party, or any agent of the Department in this regard to the contrary shall have no effect and shall not be relied upon regarding this contract.

D. State Agency Approval Required

The terms and conditions of this contract bear directly on the Institution's or Facility's successful participation in the CACFP. Therefore, the Institution or Facility is not permitted to receive reimbursement for catered meals under this contract if totaling \$50,000 or more until the State Agency has granted final approval of all terms and conditions of this contract consistent with its authority prescribed by 7 CFR §226. Consideration for reimbursement shall commence only after the date the State Agency grants final approval of all terms and conditions of this contract if totaling \$50,000 or more.

E. Term of Contract Renewal:

1. The proposed contract is for a single federal fiscal year. The contract shall expire on September 30th of the contract year unless terminated earlier. This contract may be renewed for two additional one-year terms.
2. Renewals must be negotiated and agreed to prior to the expiration of the current contract on or before September 30 of the contract year. Failure to complete the

renewal process (unless switching to self preparation food service) will require that the Institution or facility obtain new quotations or bids for a new catering contract in order to qualify for CACFP reimbursement for catered meals. Public/military Institutions or facilities must comply with their governing authority's requirements when renewing contracts

3. The renewal process shall be at the sole discretion of the Institution (or facility) and will require the mutual agreement of both parties for completion. Renewal instructions and requirements are provided in the Catering Guidance.

F. Renewal

1. The Institution or facility reserves the option to renew the contract for no more than two additional one year periods beyond the original contract term. Renewal may be under the same terms and conditions of this contract or different terms and conditions may be used once they are approved by the State Agency
2. In the event of renewal of this contract any new or additional terms and conditions as required by the State Agency shall be incorporated into the renewal contract consistent with the requirement for amendments
3. Renewal of the contract shall be completed by mutual agreement in writing and shall not take effect until an authorized representative of the last party (the Institution or facility) has signed the contract
4. Renegotiation of price changes pertaining to the unit price shall be allowed in the subsequent years of the contract
5. No price increase under this or any renewed contract shall take effect without prior written consent signed by both parties to the contract.

G. Contract Price Terms, Payment and Termination for Failure to Make Payment:

1. Prices, Terms and Payment: All prices are fixed for the duration of the contract period.
 - a. Taxes: Any applicable taxes are in addition to the quotation and are not included therein;
 - b. Cash Discounts: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for contract evaluation purposes.
 - c. Invoicing and Payment:
 - (1) The Caterer shall submit itemized invoices to the Institution weekly or monthly. These invoices shall specify the number of meals provided to the center at each age group, the unit price for each meal, the dates in which the meals were delivered and the total amount of monies due from the institution. The Caterer shall also supply the institution with a weekly or monthly receipt stating the amount paid by the sponsor or institution, the date in which payment was received and the dates for which the services were paid
 - (2) The Institution shall pay the Caterer the unit price specified in the Attachment 7, Price Schedule multiplied by meals provided as specified in the invoice. The institution shall pay:
 - (a) According to the time frame as stated on the Caterer's invoice; or
 - (b) 5 days after receiving CACFP reimbursement, whichever occurs first.

(3) The Caterer may impose suggested late fees of 1% of the total invoice every 30 days that the invoice remains unpaid, but is not required to do so. Any late fees shall not be paid from CACFP funds. See Termination for Breach in Special Conditions for non-payment of services rendered.

(4) The Caterer shall not receive payment for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period. **Any payment denial shall be supported by delivery documentation demonstrating deviation from the requirements of this contract.**

2. The contract price shall include the following items, if applicable, as identified on attachment 5:

- a. Price of food, milk, disposable meal service products, packaging;
- b. Transportation, and
- c. All other related costs (e.g., condiments, utensils, etc.)

3. The contract price does not include nor the contractor is not authorized to charge costs for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

4. The Caterer may terminate service under this contract for nonpayment if the Institution has failed to make full payment for any invoice 60 or more days after that invoice is due and owing.

a. The Caterer hereby waives its right for assistance with delinquent accounts through the State Agency.

5. Non-payment for Spoilage

a. No payment shall be required nor made for meals that:

- (1) Are spoiled or unwholesome at time of delivery; or
- (2) Do not meet detailed specifications for each food component specified; or
- (3) Do not otherwise meet the requirements of this contract.

b. All meal specifications under this contract shall include but are not limited to cycle menu, grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

6. The Caterer may use the following suggested delinquent payment notification procedures in order to preserve its right to demand payment for catering services:

a. For invoices not paid within 30 days after the Institution received the invoice (pursuant to this contract) the Caterer shall send the Institution a notice letter with a copy of the original invoice attached. The Caterer shall also provide a copy to the State Agency.

b. When an invoice previously noticed when delinquent 30 days is still delinquent and not paid in full within 60 days after the Institution received the invoice, the Caterer must provide a second letter to the Institution with a copy of the original invoice attached and provide a copy to the State Agency.

c. The Caterer shall suspend service or terminate its contract with the Institution if the Institution has failed to make full and complete payment for any invoice 60 or

more days after that invoice is due and owing. The Caterer's failure to terminate its contract shall not waive the Caterer's right to seek payment under appropriate Kentucky law.

H. Amendments

No amendments to this contract shall be made prior to awarding of bid or enforced unless and until such amendments are:

1. In writing;
2. Agreed to and signed by each party; and
3. Approved by the State Agency for purposes of reimbursement regardless of the grand total cost of the initial contract.

I. Selection of cycle menu:

The Institution or Facility has selected a State Agency cycle menu included as Attachment 2 to this contract. This cycle menu shall be used to govern the meals prepared and delivered under this contract. The Institution or Facility or the Caterer shall:

1. Not make menu substitutions except under emergency circumstances
2. Seek approval from the State Agency of any menu changes and/or substitutions.
3. Document the need for the substitution to include what meal (or meal item) could not be provided and what meal (or meal item) was provided in its place
4. Inform the Institution and/or Facility(s) of the menu substitution prior to delivery.
5. Acknowledge that any menu substitution is subject to evaluation and meal disallowance at some future date under CACFP requirements and therefore bears the risk if it is found that the meal must be disallowed because such substitution may not qualify the meal for CACFP reimbursement.

J. Special conditions and specifications

Any special conditions and specifications which vary from the general terms and conditions of this contract must be agreed on by both parties and approved by the State Agency prior to execution and attached to this contract. Any such attachments are adopted as part of this contract and shall have precedence.

K. Emergency Requirement

1. Generally:

- a. If the Institution or Facility is required to close due to an emergency, the institution or Facility shall be required to pay for all food previously delivered to a center.
- b. CACFP will not reimburse for meals which are not served to enrolled children, regardless of the reason for the failure to serve the meal.
- c. Institutions must notify the Caterer at the earliest time feasible if a center will be closed for any reason.

2. Emergencies affecting a geographical area:

- a. In the event of an emergency affecting an entire geographical area each party shall act in good faith to keep the other party informed of its ability to perform the conditions of the contract.

b. Caterers must immediately notify all Institutions and facilities served if the emergency requires Caterer closure, alterations of menu or other interruptions or partial interruptions of service.

c. Any disruption or alteration of service shall be documented and a copy provided to the center and to the State Agency.

d. Upon issuance of a notice of an emergency situation or pending emergency situation by state or local officials for the state or a geographical region, Institutions shall notify Caterers of their plan for operation during the pending emergency. For instance, if a severe weather warning is issued, the Institution shall notify the Caterer of its contingency plans for the emergency, specifically the factors it will use to determine closure, such as: it will close if school districts close or, government offices close, or local stores close.

e. If the Institution does not provide reasonable notice of its closure it shall be responsible for payment for meals attempted to be delivered during regularly scheduled times.

L. Cancellation Clause.

1. At Will:

a. This contract may be canceled by either party with a thirty (30) day written notice;

b. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. For Breach:

a. The Institution's Rights.

(1) The Institution shall have the right, though is not required, to terminate this contract if the Caterer fails to comply with the contract's requirements.

(2) Upon election of its right to terminate the contract, the Institution or Facility shall notify the Caterer. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Institution must await the Caterer's specific corrective action plan for 24 hours after the Caterer receives the Institution's written demand.

(3) If the Caterer fails to implement corrective action within 24 hours of the Institution's notification, the Institution shall have the right, upon written notice, to immediately terminate the contract and the Caterer shall be liable for any damages incurred by the Institution.

(4) The Institution shall by written notice to the Caterer terminate the right of the Caterer to proceed under this contract if the Institution finds that gratuities in the form of entertainment, or gifts, or if any other thing of value was offered or given by the Caterer to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or the Caterer's conduct under the contract.

b. The Caterer's rights

(1) The Caterer may terminate this contract if the Institution fails to comply with the requirements of the contract.

(2) Upon election of its right to terminate the contract, the Caterer shall notify the Institution. Such notification must be in writing stating the specific instances of non-compliance with the terms and conditions of the contract. The Caterer must await the Institution's corrective action plan for 24 hours after the Institution receives the Caterer's written demand.

(3) If the institution fails to implement corrective action within 24 hours of the Caterer's notification, the Caterer shall have the right, upon written notice, to immediately terminate the contract and the Institution shall be liable for any damages incurred by the Caterer.

c. Additional condition for termination for failure to pay for catering services:

(1) These conditions are in addition to all stated terms for termination and apply expressly to the situation in which the Institution fails to pay the Caterer as agreed under this contract.

(2) Caterers shall retain the right under the laws of Kentucky to seek payment for all services delivered under this contract.

(3) The parties agree that the Caterer shall waive its right to seek action through the State Agency under this contract if it continues to provide services beyond the date when the Institution has failed to make full payment for services and is 60 days or more late in paying for services under this contract.

d. Resolution of disputes:

(1) The parties to the contract shall attempt to resolve disputes under this contract through mutually agreed mediation.

(2) Should mediation fail, disputes shall be resolved under the laws of Kentucky.

(3) Regardless of resolution, costs or expenses for which the Institution subsequently accepts or is assigned liability shall not be paid from CACFP reimbursement funds unless those costs or expenses have been previously approved by the State Agency for reimbursement.

3. For lack of availability of funds, The institution shall have the option to cancel the contract for lack of funds as described in this section. In the event of cancellation of the contract, the institution shall be responsible for meals that have been delivered to its Facility. The contract may be cancelled under this provision if:

a. The institution is not approved by the State Agency to participate in the Child and Adult Care Food Program;

b. The institution is terminated or suspended by the State Agency from the Child and Adult Care Food Program;

c. The institution's funding sources, including participant payment, charity and similar fundraising activity, fail to provide sufficient resource to continue the institution's operation; or

d. The funds to support the Child and Adult Care Food Program are not available due to federal or state budget constraints.

M. Business and Professional Qualifications.

1. Caterers shall disclose with their contract offer whether any director, employee, consultant or affiliate is also an officer or an employee of the State of Kentucky.

2. All Caterers must disclose the name of any employee who owns, directly or indirectly, an interest of five (5) percent or more of the Caterer's organization or any of its branches or affiliates or parent company.

3. All permits, registrations, licenses and insurance must be in full force at the time the contract is executed and throughout the term of the contract. Failure to maintain any of these required items shall result in immediate termination of the Caterer. The Caterer will not be permitted to supply catered meals for CACFP reimbursement until all required permits, registrations, licensure and insurance are in full force

N. Independent Capacity of Parties

In the performance of this contract, it is agreed between the parties that each party:

1. Is an independent party to this contract
2. Is solely liable for the performance of all tasks contemplated by this contract;
3. Its officers, agents, employees or assignees in performance of this contract, shall act in an independent capacity and not as an officer, employee, or agent of the State Agency; and
4. Shall not represent to others that it has the authority to bind the State Agency in any way or fashion

O. Conflict of Interests

Each party shall be responsible for ensuring that no conflict of interest exists in the execution and administration of this contract

1. The Institution shall maintain a written code of standards of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by CACFP payments. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by the CACFP if a conflict of interest, real or apparent, would occur.
2. Any Institution and its responsible principals and responsible individuals shall be subject to termination and disqualification from the CACFP if a conflict of interest exists in the Institution's procurement or execution of a catering contract.
3. The Caterer is prohibited from having a financial or other interest in the Institution served under this contract
4. The Institution is prohibited from having a financial or other interest in the Caterer serving the Institution or its sponsored centers
5. The parties are required to complete Attachments 8 and 9 (Conflict of Interest Questionnaires) as part of the execution of this contract. These records shall be maintained in the Institution's contract file and shall be subject to review during CACFP site visits for the purpose of confirming that a conflict of interest has not been recorded or allowed to exist
6. Any contract voided with an existence of a conflict shall be void from its inception and the contract shall be re-negotiated. Meals provided under such voided contract may be disallowed and repayment to the State Agency demanded.

P. Void if Disqualified

This contract shall become null and void as of the date of the event listed under the following circumstances:

1. If the Caterer fails to:
 - a. Meet the requirements of the contract;
 - b. Comply with the requirements for entering into the contract;
 - c. Remain in good standing on the registered Caterer list with the State Agency; or
 - d. Meet the standards set forth in its applicable licensure requirements, regardless of whether such violations of its licensure laws and rules result in discipline by the applicable regulatory authority;
2. Institution or Facility be disqualified from participation in the CACFP; or
3. Caterer is suspended, disbarred or otherwise prohibited from accepting government contracts or government funding pursuant to 7 CFR §3017.

Q. Enforceability.

This contract shall have no force or effect unless that:

1. Caterer is registered with the State Agency before the date of contract execution and the Caterer maintains that registration in good standing throughout the term of the contract;
2. Institution or Facility is approved to participate in the CACFP.

R. Default:

Failure to perform according to the terms of this contract shall be cause to find the defaulting party in breach with the following consequences:

1. If a Caterer is found in default of this contract such finding may result in:
 - a. The Caterer being required to pay all re-procurement costs;
 - b. The Caterer's name being removed from the State Agency's Registered Caterer List; and
 - c. Prohibiting all Institutions or Facilities participating in the CACFP from receiving further reimbursement for any meals delivered under a contract with the unregistered Caterer.
2. If an Institution is found in default of this contract such finding may result in:
 - a. The issuance of a Notice of Serious Deficiency to the Institution requiring timely corrective action; or
 - b. The State Agency denying reimbursement for catered meals for that Institution; or
 - c. The Institution's disqualification from the CACFP for a period of at least seven years and entry on the National Disqualified List.

S. Energy Policy and Conservation Act (E.P.C.A. 94-163)

Parties to this contract shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with P.L. 94-163.

T. Buy American Requirement:

1. Parties to this contract shall comply with Public Law 100-237 wherever possible and purchase only food products that are produced in the United States.
2. The parties are permitted exceptions to the "Buy American" requirement under the following conditions:
 - a. The recipients or intended consumers of catered meals have demonstrated a unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States;
 - b. Products required for the preparation of catered meals are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality; or
 - c. The cost of the domestically produced food product that would be used in a catered meal is significantly higher than that of the foreign product.

U. Minority Participation:

Institutions shall take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible. Affirmative steps shall include the following:

1. Including qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
2. Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
3. Wherever possible, dividing total requirements into smaller tasks or quantities to increase participation in small business, minority-owned business and women's business participation;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
5. Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development State Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

V. Equal Employment Opportunity:

Parties to this contract shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Pertaining to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

W. Execution of Contract:

The contract shall be typed or printed in ink. Erasable ink shall not be used in preparation of any agreed terms. All corrections made to this contract shall be initialed.

X. Cost of Contract Preparation:

The Caterer, by its affirmative act of providing a quotation or bid for this contract, acknowledges that the Caterer is solely responsible for any costs the Caterer incurred in responding to this contract.

Y. Certificate of Independent Price Determination

Attachment 12, Certificate of Independent Price Determination must be completed by the Caterer and Institution (or Facility) when utilizing formal competitive bid procedures and included with this contract.

Z. Clean Air and Federal Water Pollution Control Act

Contracts in excess of \$100,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Department of Health and the Regional Office of the Environmental Protection State Agency (EPA). Failure to comply constitutes an inability to fulfill the terms of the contract.

AA. Byrd Anti-Retaliation Provision

Contracts of \$100,000 or more must include certification from the Caterer that they will not and have not used CACFP (Federal appropriated) funds to pay any person or organization for influencing or attempting to influence an officer or employee of any State Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with this contract pursuant to Title 31 United States Code § 832.

II. The Caterer Agrees to:

A. Regulatory Compliance

The Caterer agrees that this contract shall be governed by and construed to be consistent with all federal and state regulations applicable to the CACFP established under 7 CFR § 226, 3016, 3017, 3019, 3021 and FNS Financial Management Instruction 796-2, Revision 3 as such regulations may apply and be amended from time to time.

B. Preference for Drug-Free Workplace

The Caterer must make a good faith effort to maintain a Drug-Free Workplace (DFW). The Institution reserves the right to request from the Caterer the method used to maintain a DFW pursuant to contract award as stipulated in 7 CFR § 3021.

C. Authority to Contract

By execution of this contract the Caterer asserts and attests that the Caterer:

1. Is authorized to enter into the contract
2. Is not suspended, debarred or otherwise prohibited from entering into the contract under the terms of 7 CFR § 3017 and
3. Shall notify the Institution immediately if the Caterer or its principals are suspended, debarred or otherwise prohibited from performing under this contract.

D. Supervision and Inspection Requirements

The Caterer shall:

1. Provide management supervision at all times and maintain constant quality control inspections to check for portion size, quality of products, time and temperature, appearance and packaging.
2. Maintain Food Manager Certification from the Lexington Fayette County Health Department.
3. Maintain a valid state or federal food service license; and
4. Submit copies of the applicable state or federal regulatory inspections and current license annually to the State Agency, as may be requested.

E. Meal requirements, preparation, packaging and delivery:

Meals shall be prepared and delivered daily in accordance with all quotation or bid specifications and attachments regarding this contract as specified on attachments 1 through 7 to this contract. The Caterer shall accept delivery site additions and deletions upon written notice from the Institution at least seven calendar days prior to the date of delivery.

1. Meal Requirements: The Caterer shall:

- a. Provide menu items which meet the nutritional requirements specified by the Child and Care Food Program Meal Pattern.
- b. Not make changes or substitutions to the cycle menu on which the contract was based, attachment 2, Cycle Menu.

2. Meal Preparation Requirements: The Caterer shall:

- a. Prepare and deliver meals according to CACFP Food Safety and Sanitation Requirements and other governing food safety and sanitation requirements.
- b. Ensure that all potentially hazardous food for this contract shall be kept at safe temperatures: 41°F or below and 135°F or above, except during necessary periods of preparation.
- c. Not assemble meals more than 24 hours prior to delivery.
- d. Ensure meals for this contract are delivered at safe temperatures:
 - (1) All cold foods must be held and delivered at or below 42°F
 - (2) All hot foods must be held and delivered at or above 135°F

3. Meal Packaging Requirements:

- a. In compliance with Attachment 5, Meal Services to be Provided, the Caterer shall ensure that:
 - (1) Any product or substance that comes into contact with food, including but not limited to products used to package, contain or serve food shall meet federal food safety standards, including but not limited to 21 USC §348(h)(6), and instructions or regulations issued by the United States Food and Drug Administration.

(2) All cold foods are packed suitably in accordance with local health standards. Container and overlay must have an airtight closure, be of non-toxic material, and be capable of maintaining internal temperatures of cold food at 42°F or below.

(3) All hot foods are packed suitably in accordance with state health standards. Container and overlay must have an airtight closure, be of non-toxic material, and be capable of maintaining internal temperatures of hot food at 135°F or above.

(4) Containers must be closed and maintain an airtight closure or seal until opened at the Institution's destination.

b. Each container (bulk or carton with unitized meals) shall be labeled. Each label or other form shall include:

(1) Caterer's name and address.

(2) Food item and number of portions by age group (i.e. ages 1-2, 3-5 and 6-12).

(3) Serving size information by cups, ounces, and individual pieces, and

(4) Date of production.

4. Meal Delivery Requirements:

a. The Caterer shall:

(1) Be responsible for delivery of all food and dairy products at the specified time and location according to Attachment 5: Meal Services to be Provided and Attachment 6: Delivery Schedule.

(2) Provide personnel to deliver meals daily, unload and place in the designated institution or Facility at the specified location(s) and time(s) listed in Attachment 6: Delivery Schedule.

(3) Provide adequate refrigeration and heating in clean vehicles during delivery of all food and dairy products to ensure the wholesomeness of food at delivery is in accordance with State and local health codes.

(4) Provide the exact number of meals ordered and any damaged or incomplete meals that not be included when the number of delivered meals is determined by the institution or Facility.

b. The Caterer shall:

(1) Provide daily delivery tickets with meal delivery. See Attachment 13 for Delivery Ticket. Tickets must be typed on catering company letter head. Delivery tickets will:

(a) Be prepared at the institution or Facility, be itemized to show the number of meals of each type and each age group, the individual meal components for each meal type and the date and time of delivery. Delivery tickets shall be prepared in multiple copies as required.

(b) Be typed or printed in ink on company letterhead. Use of erasable ink is not permitted.

(b) When delivering to a sponsored Facility, a minimum of two copies to provide one copy with the delivery ticket for the Caterer and a duplicate of that same copy to the Institution or Facility

(c) include when delivering to a sponsored Facility, a minimum of three copies to provide one copy of the delivery ticket for the Caterer, a duplicate for the sponsoring Institution, and a duplicate of that same delivery ticket for the Facility

(d) include the name of the individual making the delivery and the name of the Institution or Facility representative accepting delivery of the meals. Such names in addition to signature shall be clearly printed on the delivery ticket. Failure to clearly identify required names may result in disallowance of meals delivered under this contract

(e) All corrections made by the Caterer and/or the Institution or Facility must be initialed

F. Assignment and Subcontracting

The obligations of this contract shall not be assigned. The Caterer shall not subcontract meals provided under this contract.

G. Access to Caterer Site

The Caterer shall permit employees of the Institution or Facility, designated program officials of the State Agency, the Kentucky Department of Law Enforcement, and U.S. Department of Agriculture access to:

1. Inspect the Caterer's operations site prior to execution of contract and at any point during the term of the contract.
2. Be present for the preparation, distribution of meals, without prior notice at any time during the contract period.

H. Use of Institution's Kitchen

Use of the Institution's kitchen shall include that the Caterer:

1. Wash or sanitize all surfaces used for serving, for the day
2. Wipe down all surfaces
3. Sweep
4. Ensure proper storage of food
5. Provide all protective equipment for the meal preparation such as gloves and head coverings
6. Limit use of the Institution's kitchen to purpose stated in this contract.

I. Access to Records

The Caterer shall maintain documentation pertaining to this contract and this documentation shall be available for the current contract period and three subsequent years from the termination date of this contract or until all outstanding issues are resolved of any audits for inspection and audits by representatives of KDE; the State Agency; the Kentucky Department of Law Enforcement; U.S. Department of Agriculture; and Kentucky Office of the Inspector General. These records shall include:

1. Purchase orders, invoices from food distributors, and production records
2. Delivery records and meal change form confirmations
3. Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or Facility
4. Invoices to the Institution or Facility
5. Notices of Non-payment
6. Records necessary to comply with federal and State and laws and regulations
7. All state and federal tax records associated with this contract
8. The contract and all addendums or changes

J. Indemnification and Contract Insurance Requirement:

1. The Caterer shall secure and maintain, at its expense and for the duration of this contract and any renewals, liability insurance to specifically protect itself and indemnify, save and hold harmless the Institution and Facility(s) and its officers, agents and employees against any and all actions, suits, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Caterer, or any of the employees, agents, or representatives of the Caterer.
 - a. The Caterer will defend any action or actions filed in connection with any said claims or liabilities, and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
 - b. The Caterer shall promptly pay any judgment rendered against the Institution or their officers, agents and employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Caterer herein under; and the Caterer agrees to save and hold the Institution and Facility and/or their officers, agents and employees harmless therefrom.
 - c. In the event the Institution and Facility or its officers, agents and employees is/are made party to any action or proceeding filed or prosecuted against the Caterer for such damages or other claims arising out of or in connection with the negligent performance or failure to perform the work, operation or activities of the Caterer hereunder, the Caterer agrees to pay to the institution and Facility and/or its officers, agents and employees any and all costs and expenses incurred by the Institution and Facility and/or their officers, agents and employees in such action or proceeding including but not limited to, legal costs and attorneys' fees.
2. The Caterer shall deliver the written notification and a Certificate of Coverage to the Institution and Facility of insurance coverage.

- a. At the time this contract and any subsequent contract is executed;
 - b. Within 5 business days of any change in insurance or terms of insurance
3. The Caterer's failure to maintain the minimum levels of insurance coverage described in this contract in force during the term of this contract shall be grounds for the Institution to declare the Caterer in default of the contract and immediately terminate the contract for failure to perform

K. Conflict of Interest:

Complete the Caterer Conflict of Interest Questionnaire and provide the completed questionnaire to the Institution as part of the complete contract submission. This record is a required prerequisite to the execution of the contract

III. The Institution or Facility Agrees to:

A. Receiving catered meals

It is the responsibility of the Institution or Facility to ensure the meals delivered meet contract requirements and are properly maintained and stored until served. Prior to signing a delivery ticket, the Institution or Facility staff must:

- 1. Verify the number of meals ordered and menu items. Any damaged or incomplete meals shall not be accepted and will not be included when the number of delivered meals is determined.
- 2. Verify that hot foods are delivered at or below 42°F. Any cold foods delivered at or above 43°F will not be accepted.
- 3. Verify hot foods are delivered at or above 130°F. Any hot foods delivered at or below 130°F will not be accepted.
- 4. Follow CACFP Food Safety and Sanitation Requirements and other governing food safety and sanitation requirements.

B. Payment to the Caterer:

The Institution or Facility must make prompt and complete payment to the Caterer within 5 days of receiving CACFP reimbursement for the corresponding claim month.

C. Meal Order Changes

The Institution or Facility shall be entitled to add or delete facilities from its meal delivery orders and to change the number of meals ordered which does vary according to the Fayette County Public Schools calendar (holidays, spring break, summer break, etc.). The Institution or Facility must:

- 1. Complete a Caterer Meal Order Change Form, Attachment 10;
- 2. Fax to the Caterer by 1100 a.m. 2 days prior to the scheduled delivery;
- 3. Notify the Caterer two weeks in advance of any non-emergency closure, including holidays; and
- 4. Provide written notification from the Caterer regarding changes in number of meals ordered.

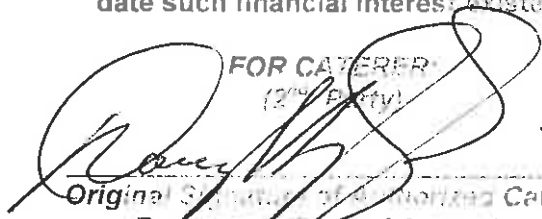
D. CACFP Reporting & Records

The institution or facility shall maintain books and records pertaining to this contract and such records shall be available for a period of three years from the date of submission of the final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of KDE, the State Agency, the Kentucky Department of Law Enforcement, U.S. Department of Agriculture, and Kentucky Office of Inspector General. These records shall include:

1. Documents to support award of this contract
2. The contract and all addendums or changes
3. Delivery records and price change form confirmations
4. Invoices and proof of payments to vendors
5. All other documentation to support meals claimed

I have been advised to seek legal counsel before signing this CACFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

By this signature, I/we warrant and affirm that we have no financial interest in the Institution or Facility. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CACFP from the date such financial interest existed.

FOR CATERER (2nd Party)

Original Signature of Authorized Caterer Representative and Accepting Responsibility in the name of the Caterer
Douglas A. Johnson, Jr.
Printed Name of Authorized Caterer Representative
Chef/Owner
Title
8/11/17
Dated
Chef Doug's Canned Foods
Company Name
ATTEST:
Valeria Damron
Original Signature of Witness to Caterer
Valeria Damron
Printed Name of Witness to Caterer
8-11-17
Dated

I have been advised to seek legal counsel before signing this CACFP Standard Catering Contract. I have read and agree to the statements and terms in this contract.

By this signature, I/we warrant and affirm that we have no financial interest in the Caterer. Should such financial interest be later found, this contract and all reimbursement under it shall be refundable to the CACFP from the date such financial interest existed.

All required CACFP review and approval of the terms of this contract have been obtained in advance of final execution of this contract.

FOR INSTITUTION/FACILITY: (1st Party)
Original Signature of Authorized Institution/Facility Representative and Accepting Responsibility in the name of the Institution/Facility
Jim Gray
Printed Name of Authorized Institution/Facility Representative
Mayor
Title
Dated
LFUCG / Division of Family Services
Organization Name and CACFP CNIPS ID
ATTEST:
Original Signature of Witness to Institution/Facility
Printed Name of Witness to Institution/Facility
Dated

KY CACFP Standard Catering Contract

Overview:

The overview items that follow are incorporated and adopted by reference into the terms and conditions of this contract

1.01 Purpose:

The purpose of this Standard Catering Contract is to obtain registered Caterer services to furnish meals to children participating in the Child and Adult Care Food Programs (CACFP) at designated sites. The Standard Catering Contract is provided for mandatory use by all CACFP institutions or facilities using catering services pursuant to 7 CFR §§226.6(i) and 228.21.

The objective of the contract is to obtain CACFP standard meals, delivered to designated locations, on a predetermined schedule, in specific configuration and under strict quality control guidelines. Meals accepted at the Facility locations are eligible for payment by the Institution or Facility. CACFP reimbursement shall be dependent upon the Caterer and child care Facility achieving the necessary standards to qualify delivered meals for reimbursement.

1.02 Definitions:

The following definitions shall apply to all terms and conditions:

1. State Agency means the Kentucky Child and Adult Care Food Program, responsible for implementation and management of the CACFP in the State of Kentucky.
2. Bid means an offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.
3. Bidder means a person who sells prepared meals, supplies and services for the CACFP. Such person must be registered with the State Agency to be eligible for the authority to bid for the opportunity to provide services under contract to a CACFP Institution or Facility.
4. Caterer means a person or business entity registered with the State Agency that wishes to sell prepared meals, food related supplies and services to CACFP participating institutions.
5. CACFP means that portion of the Child and Adult Care Food Program enacted in Section 11 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions which provide care. The CACFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CACFP by the State to the institution that is then required to pay for meals provided.
6. Center means a child or adult care center, at-risk after school care center, an emergency shelter, or an outside-school-hours care center.
7. CFR means Code of Federal Regulations.

8. Child or Adult care center means any public or private nonprofit Institution or Facility (except day care homes) or any for-profit center that is licensed or approved to provide non-residential child or adult care services to enrolled children (primarily of preschool age) including but not limited to day care centers, neighborhood centers, Head Start centers and organizations providing day care services for children with disabilities or adults with functional and/or mental disabilities not in residential care. Child and Adult care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization.

9. Child care Facility means a licensed or approved child care center, after school care center, emergency shelter, or outside school hours care center, under the auspices of a sponsoring organization.

10. Competitive sealed bid means a method of procurement whereby two or more sealed bids are publicly solicited and a firm fixed-price contract is awarded to the responsive responsible bidder whose bid, conforming to all the material terms and conditions of the solicitation, is the lowest in price or a selected acceptable bid price based upon CACFP criteria.

11. Contract means a legally enforceable agreement duly executed by the authorized representative of the Institution or Facility and the Caterer that calls for the provision of meals, supplies and services by the Caterer in accordance with all the conditions and specifications in the contract for a price to be paid by the Institution.

12. Cycle menu means a standard list of food items organized into daily meals meeting the USDA meal pattern. Cycle menus are provided in specific sequence and arrangement to vary the diet of CACFP participants and remain in compliance with the USDA meal pattern standards.

13. Day means a regular day, without regard to weekend or holiday unless otherwise specified.

14. Emergency means those unplanned or unexpected situations preventing the Institution or Caterer from operating as normally planned. Emergency circumstances are normally declared by a government entity and are further defined in Part I, I of this contract.

15. Executed contract means a contract that has been signed and dated by both parties (authorized representatives of the Institution and Caterer). In those instances where the quantity of goods or service under the original contract equals or exceeds \$50,000, such contract is not executed until it is approved by the State Agency and must be so approved prior to both parties accepting and commencing service under that contract.

16. Facility means a sponsored child care center.

17. Fixed-price contract means a contract in which the Caterer is paid at a set or fixed rate per meal for a specific period of time.

18. FNS means the United States Department of Agriculture, within the United States Department of Agriculture responsible for national implementation and oversight of the CACFP.

19. Formal competitive procedure means a method of obtaining catered meal service by advertising their bid process.

20. Informal competitive procedure means a method of obtaining catered meal service by requesting price quotations for meals.

21. Institution means a sponsoring organization, child care center, adult care center, after-school care center, outside-school hours care center, or emergency shelter which enters into an agreement with the State Agency to assume final administrative and financial responsibility for Program operations.
22. Invitation to bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening. The written solicitation contains specifications and pertinent attachments that define the items or services needed and upon which basis the bidder shall be required to respond.
23. Meal means food which is served to enrolled participants at an Institution or Facility and which meets the meal pattern and nutritional requirements set forth in this contract.
24. Milk means pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and is consistent with State and local standards for such milk.
25. Monetary award limit means the procurement determination level based on an Institution's fiscal year's total annual food costs. The monetary threshold for State Agency is \$2,000.
26. National disqualified list means the list maintained by the USDA of institutions, responsible principals and responsible individuals disqualified from participation in the Program.
27. Non-competitive negotiated means the procurement through solicitation of a proposal from one or a very limited number of sources or after solicitation of a number of sources is determined to be inadequate.
28. On-site food service means all food service operations conducted by the Institution principally for the benefit of enrolled participants, from which all of the Program reimbursement dollars are used solely for the operations or improvement of such food service.
29. Notice of Serious Deficiency means written notification from the State Agency or sponsor or USDA that an Institution or Facility has been determined to be non-compliant in one or more areas of its operation of the CACFP.
30. Program refers to the Child and Adult Care Food Program authorized by Section 17 of the National School Lunch Act, as amended.
31. Publicly owned Institution or Facility means any governmental child care center at the federal, state or local level.
32. Responsible bidder means the bidder, statement of source at which a prospective Caterer is prepared to deliver specified services.
33. Responsible bidder means a properly licensed business entity engaged in the preparation and delivery of meals meeting specific requirements. The entity, in addition to a required state license and business registration has also successfully registered with the State Agency as a Caterer for the CACFP.
34. Responsive bidder means a Caterer registered with the State Agency who has submitted a response to an Invitation to Bid for catering services.
35. Responsive qualified Caterer means a Caterer registered with the State Agency who has submitted a response to an Invitation to Bid for catering services.

36. Snack means a meal supplement that meets the meal pattern requirements specified in 7 CFR §201.20(a)(1)-(4).

37. Solicitation means verbal or written request by an institution or Facility to obtain catering services. Solicitations can be informal or formal based on the monetary threshold of the institution or Facility.

38. USC means United States Code.

39. USDA means United States Department of Agriculture responsible for the administration, oversight, and enforcement of the CACFP and the requirements of governing legislation.

40. Yogurt means a nonacidic fermented milk product obtained by the fermentation of specific bacteria (lactococci and/or lactobacilli) of milk solid requirements to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's Standard of Identity for yogurt, lowfat yogurt, and nonfat yogurt, (21 CFR §131.210, 21 CFR §131.213) and (21 CFR §131.206), respectively.

1.03 Parties Encouraged to Seek Legal Counsel.

The standard contract is a legal document. Entering into this agreement may affect the institution or Facility's legal obligations and responsibilities under Kentucky law. Each party to the contract should have the advice of legal counsel, but addressed by an attorney representing that party's interest.

This sample contract is provided as required under the federal rules governing the CACFP. The State Agency is not permitted to provide legal advice regarding this contract. The State Agency may be permitted to explain the various terms, conditions and obligations of the contract, but may not advise parties as to their rights under the stated contract. Any representation, either implied or stated, by any party or agent of the State Agency, and legal advice, if any, shall be provided and shall not be taken together with this contract.

The institution or Facility and Caterer are therefore strongly encouraged to seek legal advice from an attorney licensed in the State Agency familiar with contract law and CACFP requirements. The State Agency will certainly expect a copy of the contract to be reviewed by a properly licensed attorney representing the party to the proposed contract to answer any questions or concerns should either party make such arrangements.

Paragraphs 10 CFR §201.20(a) and 201.20(b)(1) of the terms of this contract shall be applicable to the State and are not subject to negotiation. Therefore, any questions or concerns with parties should first be met by the institution or Facility or Caterer's attorney. The State Agency will provide information regarding the legal implications of the contract to the institution or Facility.

1.04 Model Standard Catering Contract for Child and Adult Care Food Programs.

A. This standard catering contract or alternative service must be used by Child and Adult Care Food Programs. Child institutions or facilities that have an annual contract value of up to \$25,000 may use internal procedures for procuring services. Those with a contract value of \$25,000 or above must use the standard contract.

- B. When following informal procedures to obtain catered meal services, the Institution or Facility must obtain written quotes from at least three registered Caterers.
- C. When following formal procedures to obtain catered meal services, the Institution or Facility must provide written solicitation for sealed bids with the date and time of the public bid opening.
- D. The quote for the price per meal and the lowest grand total quote must be approved prior approval is obtained from the State Agency for choosing a Caterer with the lowest quote or bid based on written justification.

1.05 The State Agency's Role in Contract Administration:

- A. The State Agency is not a party to the contract. However, the State Agency provides the fiscal reimbursement to institutions for creditable catered meals. These reimbursements are subject to the CACFP regulations. Consequently, the contract terms, conditions, and violation of service are subject to the State Agency's regulations pertaining to violation program funding and reimbursement to the institution.
- B. The Institution's or Facility's control and participation in the CACFP is dependent on the vendor's compliance with administration of the contract. The Caterer's continued participation in the contract is subject to the Caterer maintaining its registration with the State Agency.

1.06 Applicable Contracting Procedures:

- A. Informal Contracting Procedures:
 - Institutions or facilities with an estimated contract monetary threshold of less than \$25,000 must obtain written quotes from three registered Caterers. Quotes must include the price per meal and the lowest grand total quote must be approved prior approval is obtained from the State Agency for choosing a Caterer with the lowest quote based on written justification.
- B. Formal Contracting Procedures:
 - Institutions or facilities with an estimated contract monetary threshold of or above \$25,000 must advertise bid proposals in a newspaper of general circulation with the specified date and time of bid opening. Public advertisement must occur at least 10 days before the bid opening. The bid opening institutions or facilities and contractors must follow formal bidding procedures outlined below:
 - 1. The bid opening must be held in a public place and must be securely kept, unopened until the bid opening time. Bids must be placed on the outside of a sealed envelope.
 - 2. The date and time of the bid opening must not be changed by the Institution or Facility and the date must be prominently displayed.
 - 3. The date and time of the bid opening must be prominently displayed and must be prominently displayed on the outside of the sealed envelope.
 - 4. The date and time of the bid opening must be prominently displayed and must be prominently displayed on the outside of the sealed envelope.
 - 5. The date and time of the bid opening must be prominently displayed and must be prominently displayed on the outside of the sealed envelope.
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 - 9. The date and time of the bid opening must be prominently displayed and must be prominently displayed on the outside of the sealed envelope.
 - 10. The date and time of the bid opening must be prominently displayed and must be prominently displayed on the outside of the sealed envelope.

- 8. Bids not submitted with a 7-day acknowledgement form and submitted without specified attachments shall be returned.
- 9. Bids must not be accepted after midnight and time is timed on the bidder's acknowledgement of work. It is the bidder's responsibility to assure that his/her bid is received in the office of the agency, in a sealed envelope.
- 10. Bidders must submit and acknowledge all mandatory attachments and the bidder acknowledge that he/she submitted the originals and one copy of each in a sealed envelope.
- 11. Bids must include the following institution's or Facility's name and address and contact information of the bid location in the form of envelope.
- 12. Bids must be submitted in three (3) separate envelopes: the bid documents should be submitted in a separate sealed envelope within the courier envelope. Excess bids, if any, will be opened, reviewed and discarded.
- 13. Delivery to office of telephone are not acceptable.

1.07 General Requirements of Caterer:

- A. Caterer must be registered with the State Agency to provide quote or bid:
 - 1. Caterer responding to a solicitation for a quote or bid must be registered with the State Agency prior to submitting a quotation or bid for consideration. Registration may be confirmed by consulting with the instructions on the State Agency website (<http://www.dhs.gov/federal>) or Pages, Child and Adult Care Food Program.
 - 2. Caterer must submit the following information annually by July 30th of each year to be included on the register of Caterer list: a completed Caterer registration form (DHS-1050) from California Department of Social Services, the most recent food safety inspection report (FSR) from the United States Food and Drug Administration, and a copy of a current state health department certification, if applicable.
- B. Bidders must submit a bid in response to all the materials contained herein, and prepare response in triplicate. The quotation or bid shall be based on all the terms and conditions stated in this contract. The Carerer is responsible for the accuracy of all information used in its bid and shall be required to perform according to the terms of the contract and its bid should it receive the contract award. The bidder will be responsible for:
 - 1. Providing a table of quantities in the number, size and delivery location for items specified in the schedule of quantities for bid.
 - 2. Providing a table of unit prices, packaged and total price for each meal type and program type, as shown in Attachment 11 Prior Schedule, columns 3, 4, and 5.
 - 3. Completing and submitting a Conflict of Interest Questionnaire.
 - 4. Completing required by Federal Acquisition Regulations Attachment 11 Bidder Acknowledgement Form and Attachment 12 Certificate of Independent Price.
 - 5. Providing a bid in erasable ink on 8 1/2" x 11" paper. Use of erasable ink is not permitted.
 - 6. Providing a bid in erasable ink for disposal, meal service products, packaging, transportation and all other related costs (e.g., bondments, utensils, etc.)

and that the contractor shall be provided and Attachment 7.
Price Schedule as part of the contract price.

NOTE: The price schedule (Attachment 7) shall not include
unauthorized change orders or items not delivered within the
specified time frame of the contract price.

C. Date of Receipt of Bids:

1. Quotations and bids must be received in writing by the Institution or Facility.
2. Responding to a request for formal bid may not contact the Institution or Facility outside the stated time period for release of the bid and the price of the bid. Responding to a request for bid except in writing to the Institution or Facility.
3. Institution or Facility reserves the right for rejecting a quote or bid.

1.08 Evaluation of Quotes or Bids:

- A. Quotes or bids that do not meet the requirements specified in this contract will be considered non-responsive. Responsive quotes or bids meeting the mandatory requirements will be evaluated in the best interest of the Institution or Facility, the Institution will accept the lowest price and all quotes or bids or waive any other right to be considered. The quotes or bids received. Caterers are authorized to be awarded if no other quote or bid has been deemed responsive.
- B. Institution or Facility shall be responsible for understanding the terms and conditions of the contract. Failure to do so will be at the contractor's risk. Institution or Facility shall be held "contract for error" once a bid is received and awarded.

1.09 Basis of Award:

- A. Award of a bid submitted shall be considered for responsiveness to the terms and conditions of the contract. In awarding a single award shall be made to the responsible bidder whose bid is the lowest total price and meeting all stated requirements of the contract.
- B. The Institution or Facility shall award the contract to the lowest bidder. In order to award the contract to the lowest bidder, the Institution or Facility shall provide written notification to the State Agency regarding its reasons for not accepting the lowest bidder's bid. The State Agency shall issue a decision if the Institution or Facility's completed request for award.
- C. Award of a bid shall be made to the lowest bidder. The Institution or Facility must provide written notification to the State Agency (C.R.S. 26-21(a)(7)) prior to awarding the contract to the lowest bidder. Failure to obtain prior State Agency approval.

D. All corrections made by the Institution or Facility and/or the Caterer to this contract shall be initialed. The Institution or Facility and the Caterer name shall appear on each page of the contract as required.

1.10 Term of Contract Renewal:

The proposed contract is for a single federal fiscal year. The contract shall expire on September 30th of the contract year unless terminated earlier. This contract may be renewed for two additional one-year terms.

1.11 Federal Policy Prohibiting Discrimination:

"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."

1.12 E-Verify Registration:

The Institution or Facility agrees to use the U.S. Department of Homeland Security's E-Verify system at <https://e-verify.uscis.gov/emp/> to verify the employment eligibility of:

1. All persons employed during the standard Catering Contract term by the Institution or Facility to perform employment duties within Kentucky;
2. All persons (including subcontractors such as a Caterer) assigned by the Institution or Facility to perform work pursuant to this Standard Catering Contract.

1.13 Questions and Answers.

All questions must be directed to the Institution or Facility seeking the Caterer quotation or bid under this contract. The deadline for questions prior to bid opening is 7 days from the date of bid opening. The Institution or Facility and Caterer may seek clarification or assistance from the State Agency when it is believed such assistance will be helpful in developing the most efficient and effective contract possible for the benefit of the children participating in the CACFP, the CACFP and the parties to this contract. The State Agency may also provide guidance on the terms and conditions of this contract.

Attachment 1

Child and Adult Care Food Program Meal Pattern for Children

Children age one and older participating in the Child and Adult Care Food Program, must be served at least the total minimum amount of food authorized per meal as stated below in order to qualify for reimbursement.

Breakfast				
<i>(Select all three components for a reimbursable meal)</i>				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	½ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	½ cup	½ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

Note: Milk must be served with each breakfast, lunch and supper meal. Between a child's first and second birthday, serving whole milk is required. After the child's second birthday, it is required that low-fat or fat-free milk be served. Flavored milk cannot be served to children less than 6 years of age.

Conversions:

**½ cup = 4 fl.
oz.**

1 pint = 2 cups

**¾ cup = 6 fl.
oz.**

1 quart = 2 pints = 4 cups

1 cup = 8 fl. oz.

**1 gallon = 4 quarts = 16
cups**

Attachment 1 (Continued)

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

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Attachment 1 (Continued)

CACFP Meal Pattern for Children

Lunch and Supper				
(Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	¾ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	½ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	½ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

Attachment 1 (Continued)

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

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Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² <small>(at-risk educational program and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	½ cup	½ cup	¾ cup	¾ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	¼ cup	¼ cup	1 cup	1 cup
Puffed cereal	¼ cup	¼ cup	1 ¼ cup	1 ¼ cup
Granola	½ cup	½ cup	¾ cup	¾ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

Attachment 1 (Continued)

Additional Food Component Requirements

Fluid Milk:

- Milk must be served with each breakfast, lunch and supper meal.
- Between a child's first and second birthday, whole milk is required.
- After the child's second birthday, low-fat (1%) or fat-free milk must be served. Flavored milk cannot be served to children less than 6 years of age.

Vegetable or fruit or juice:

- Vegetable or fruit juice must be full-strength, pasteurized and 100% juice. Unless orange or grapefruit juice, it must also be fortified with 100% or more of Vitamin C.
- Fruit juice must not be served more than once a day, including snack.
- At lunch and supper, one vegetable and one fruit *or* two different vegetables may be served.

Grains/breads:

- Grain/bread food must be whole-grain, enriched, or made from whole-grain or enriched meal or flour. Bran and germ are counted as enriched or whole-grain meals or flours. Cornmeal, corn flour, and corn grits must be designated as whole or enriched to be creditable.
- Ready-to-eat Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).
- Prepackaged grain/bread products must have enriched flour or meal or whole grains as the first ingredient listed on the package.
- At least one serving per day, across all eating occasions, must be whole grain-rich.
- Grain-based desserts (e.g. cookies, donuts, granola bars,) do not count towards the grains requirement.

Meat or meat alternate:

- Commercially processed combination foods (convenience entrees – frozen or canned) must have a CN label or manufacturer's analysis sheet stating the food component contribution to the meal pattern.
- A serving of cooked dry beans or peas may count as a vegetable or as a meat alternate, but not as both components in the same meal. Less than 1/8 cup of vegetables and fruits may not be counted to meet the vegetable/fruit.
- Yogurt must not contain more than 23 grams of total sugars per 6 ounces.
- At breakfast, meat/meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat/meat alternate is equal to one ounce equivalent of grains (one serving).

Please note that donated foods cannot be used to contribute to the meal pattern requirements for catered meals!!**

Menu Review Checklist

(All answers must be marked "Yes")

Breakfast	Yes	No
<i>Does it include 3 components (milk, vegetables and/or fruits, grains/breads)?</i>		
<i>Do ready-to-eat cereals contain 6 grams of sugar or less per dry ounce?</i>		
<i>Are meat/meat alternates that are used to meet entire grains requirement served no more than three times a week?</i>		

Lunch/Supper	Yes	No
<i>Does it include 5 components (milk, meat/meat alternates, vegetables, fruits, grains/breads)?</i>		
<i>Is one vegetable and one fruit or two different vegetables served (two fruits may not be served)?</i>		

Snack	Yes	No
<i>Does it include 2 components (milk, meat/meat alternates, vegetables, fruits, grains/breads)?</i>		

General Menu	Yes	No
<i>Does fruit juice only appear on the menu once per day?</i>		
<i>Do ready-to-eat cereals contain 6 grams of sugar or less per dry ounce?</i>		
<i>Is at least one grain serving, across all meals, 100% whole grain?</i>		
<i>Are grain-based desserts (e.g. granola bars, cookies,) not served as part of a reimbursable meal?</i>		
<i>Does yogurt contain 23 grams of total sugars or less per 6 ounces (15g/4 oz or 3.8g/oz)?</i>		
<i>Do children age one receive unflavored whole milk (unless breastfed)?</i>		
<i>Do children ages two through five receive unflavored lowfat (1%) or unflavored fat-free (skim) milk?</i>		
<i>Are children under six years of age only served unflavored milk?</i>		
<i>Is flavored milk that is served to children six years and older fat-free (skim)?</i>		
<i>Do commercially processed combination foods have a CN label or manufacturer's Product Formulation Statement (PFS) stating the food component contribution?</i>		

Attachment 2 Cycle Menu A

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. **Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, unflavored whole milk is required. After age 2, it is required that unflavored low-fat (1%) or unflavored fat-free (skim) milk be served. Children six years old and older must be served unflavored low-fat (1%), unflavored fat-free (skim), or may be served flavored fat-free (skim) milk.**

<u>Week One</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Breakfast	(C) Pears Wheat Chex Cereal Milk	100 % Grape Juice *Ham & Cheese Biscuit Milk	(FR) Orange Wedges Cheerios Cereal Milk	Seasonal Fresh Fruit Whole Wheat English Muffin <i>Margarine</i> Milk	Cinnamon Apples French Toast Milk
Lunch/ Supper	Sliced Ham Whole Wheat Roll <i>Margarine</i> (F) Mixed Vegetables Applesauce Milk	Sloppy Joe on Whole Grain Bun Baked Sweet Potato Fries (C) Tropical Mixed Fruit Milk	Oven Fried Chicken Whole Grain Bread Mashed Potatoes (F) Steamed Broccoli Milk	*Breaded Fish <i>Ketchup</i> Whole Wheat Roll (F) Peas & Carrots (C) Fruit Cocktail Milk	*Salisbury Steak <i>With Gravy</i> Brown Rice (C) Green Beans (C) Fruit Salad Milk
Snack	Cottage Cheese (C) Pineapple	Yogurt <i>4 oz cup</i> (C) Peaches	Whole Grain Crackers (FR) Cucumber/Carrot <i>Lowfat Ranch Dressing</i>	Whole Grain Crackers Peanut Butter OR String Cheese Milk	Whole Grain Muffin Milk

*Requires a Child Nutrition (CN) Label if not **HOMEMADE**. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2018 (10-01-2017) Serv. = serving; mt/mt alt. = meat/meat alternate; brd. = bread; veg = vegetable; F= Frozen; C = Canned; FR= Fresh

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid.

Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, unflavored whole milk is required. After age 2, it is required that unflavored low-fat (1%) or unflavored fat-free (skim) milk be served. Children six years old and older must be served unflavored low-fat (1%), unflavored fat-free (skim), or may be served flavored fat-free (skim) milk.

<u>Week Two</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Breakfast	(C) Pineapple Tidbits Kix Cereal Milk	(FR) Cantaloupe Cubes Pancakes Syrup Milk	100% Orange Juice Whole Wheat English Muffin <i>Margarine and Jelly</i> Milk	Banana Wheaties Milk	(C)Mandarin Oranges Whole Wheat Bagel <i>Peanut Butter OR Jelly</i> Milk
Lunch/ Supper	*Beef Stew(carrots and potatoes) Cornbread (C)Fruit Cocktail Milk	*Chicken Nuggets <i>Barbecue Sauce</i> Whole Grain Roll (F)Lima Beans Mashed Sweet Potatoes Milk	*Beef Ravioli Italian Bread Lettuce Salad (Tomatoes, Cucumber) <i>Lowfat Ranch Dressing</i> (C)Pears Milk	Ham & Cheese Sandwich (Whole wheat bread) <i>Mustard, Lowfat Mayo</i> Lettuce, Tomato, Pickle (F)Broccoli (C)Tropical Mixed Fruit Milk	Chicken & Rice Whole Grain Roll <i>Margarine</i> (F)Carrots (C)Peaches Milk
Snack	Applesauce Whole Grain Triangle Crackers	(FR)Celery Sticks and lowfat ranch dressing Peanut Butter	Fresh Apple Wedges Cheese Slice	Whole Grain Blueberry Muffin Milk	Fresh Orange Wedges Cheese Cubes

*Requires a Child Nutrition (CN) Label if not HOMEMADE. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2018 (10-01-2017)

Serv. = serving; mt/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. **Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, unflavored whole milk is required. After age 2, it is required that unflavored low-fat (1%) or unflavored fat-free (skim) milk be served. Children six years old and older must be served unflavored low-fat (1%), unflavored fat-free (skim), or may be served flavored fat-free (skim) milk.**

<u>Week Three</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Breakfast	(C)Peaches Blueberry Muffin Milk	(C) Pineapple Tidbits Wheat Chex Cereal Milk	Applesauce French Toast (whole wheat bread) syrup Milk	100 %Apple Juice Whole Grain English Muffin <i>Peanut Butter OR Jelly</i> Milk	Seasonal Fresh Fruit MultiGrain Cheerios margarine Milk
Lunch/ Supper	*Breaded Pork Patty Gravy Whole Grain Roll <i>Margarine</i> (F)Broccoli (C)Mandarin Oranges Milk	*Veggie Burger Whole Wheat Bun <i>Mustard, Ketchup, Lowfat Mayo</i> <i>Lettuce, Tomato, Pickle</i> Tater Tots (C)Fruit Cocktail Milk	Turkey & Cheese Sandwich (Whole grain bread) <i>Lowfat Mayo and/or Mustard</i> (C)Green Beans Banana Milk	Spaghetti & Meat Sauce (with Ground Turkey or Beef and whole grain noodles) Garlic Bread Tossed Salad (Lettuce, Tomato, Cucumber) <i>Lowfat ranch Dressing</i> (C)Pears Milk	*Fish Sticks <i>Ketchup</i> Cornbread (F)Peas and Carrots Apple slices Milk
Snack	Whole Grain Pita Bread Cheese Slice	Mandarin Oranges Yogurt <i>Flavored 4 oz cup</i>	Fresh Broccoli and Cauliflower Florets <i>Lowfat Ranch Dressing</i> Whole Grain Crackers	Plain Raisin Bread (F)Orange Slices	Whole Grain Crackers Milk

*Requires a Child Nutrition (CN) Label if not HOMEMADE. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2018 (10-01-2017)

Serv. = serving, m/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. **Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, unflavored whole milk is required. After age 2, it is required that unflavored low-fat (1%) or unflavored fat-free (skim) milk be served. Children six years old and older must be served unflavored low-fat (1%), unflavored fat-free (skim), or may be served flavored fat-free (skim) milk.**

<u>Week Four</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Breakfast	100% Apple Juice Biscuit Milk	(FR) Fruit Salad Whole Wheat Bagel <i>Cream Cheese</i> Milk	Cinnamon Apples Waffles (Whole grain) Milk	Banana Kix Cereal Milk	(C)Mandarin Oranges Whole Grain English Muffin <i>Margarine and Jelly</i> Milk
Lunch/ Supper	Turkey Roast Whole Wheat Roll <i>Margarine</i> (F)Green Peas (C)Tropical Mixed Fruit Milk	*Chicken Strips Whole Wheat Bread Mashed Potatoes (C)Green Beans Milk	*Beef and Bean Burrito(tortilla) Lettuce Salad w/Tomato Lowfat Ranch Dressing (FR)Orange Wedges Milk	Tuna Salad Sandwich on Whole Wheat Bread (F)Steamed Baby Carrots (FR)Apple Wedges Milk	*Pizza (Whole grain crust) (C)Corn (C) Fruit Cocktail Milk
Snack	Cottage Cheese (C) Pears	(FR)Celery Sticks Ranch Dressing Whole Grain Crackers	Yogurt 4 oz cup (C)Peaches	Whole Grain Crackers Cheese Slice	Peanut Butter & Jelly Sandwich (Whole wheat bread) Milk

*Requires a Child Nutrition (CN) Label if not HOMEMADE. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2018 (10-01-2017)

Serv. = serving; mt/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Cycle Menu A (Continued)

Refer to the Child and Adult Care Food Program Meal Pattern when planning portion sizes for age groups specified in this bid. **Milk must be served with every breakfast, lunch and supper meal. Milk must be served with snack when indicated. Between a child's first and second birthday, unflavored whole milk is required. After age 2, it is required that unflavored low-fat (1%) or unflavored fat-free (skim) milk be served. Children six years old and older must be served unflavored low-fat (1%), unflavored fat-free (skim), or may be served flavored fat-free (skim) milk.**

<u>Week Five</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Breakfast	(C)Mandarin Oranges English Muffin <i>Margarine and Jelly</i> Milk	(C)Pears Whole Wheat Toast Milk	(C)Tropical Mixed Fruit Corn Chex Cereal Milk	Cinnamon Apples Pancakes (whole grain) Milk	100% Orange Juice Whole Wheat Bagel <i>Cream Cheese</i> Milk
Lunch/ Supper	Meatloaf <i>Ketchup</i> Whole Grain Roll <i>Margarine</i> Mashed Potatoes Applesauce Milk	Navy Beans Collard Greens Cornbread (C)Collard Greens (C)Pineapple Tidbits Milk	*Beefaroni (F)Peas & Carrots Seasonal Fresh Fruit Milk	*Chicken and Dumplings (C)Green Beans (FR)Cantaloupe Milk	Barbecue Pork Whole Grain Bun Cole Slaw (C)Fruit Cocktail Milk
Snack	(C)Peaches Milk	Turkey Slices Whole Grain Bread <i>Lowfat mayo and/or mustard</i>	Cheese Slice (FR) Orange Wedges	Hard Boiled Egg (1/2 egg) Saltine Crackers	Yogurt <i>4 oz cup</i> (FR) Strawberries

*Requires a Child Nutrition (CN) Label if not **HOMEMADE**. Center is responsible for ensuring CN Label products. Caterer and Center shall maintain copies of CN Labels on file. When a drink is not specifically listed with a snack, water is recommended as a beverage. (Note: Water is NOT a creditable food item)

Effective FFY 2018 (10-01-2017)

Serv. = serving; m/v/mt alt. = meat/meat alternate; brd. = bread; veg. = vegetable; F= Frozen; C = Canned; FR= Fresh

Attachment 3

Exhibit A – Grains/Breads Requirement

The Caterer shall purchase and provide foods according to the following food specifications and Cycle Menu, Attachment 2. Contract price shall include price of food (including condiments), milk, disposable meal service products, packaging, utensils, preparation and transportation. The Caterer shall not be paid for unauthorized menu changes, incomplete meals, or meals not delivered within the specified delivery time period.

The Caterer must ensure that meals are delivered in packaging suitable for maintaining meals in accordance with local health standards. Containers and overlays must have airtight closures, be of non-toxic material, and be capable of maintaining internal temperatures of hot food at or above 135°F and cold foods at or below 41°F.

Menu substitutions shall be made for emergency circumstances only and must be documented by the Caterer. The Caterer shall inform the Institution or facility of menu substitutions prior to delivery.

A designee(s) of the Institution or facility shall ensure adequacy of delivery and meals, and verify food temperatures, before signing the delivery ticket. Date and time of delivery shall be noted and any cold food product delivered at or above 42°F or any hot food product delivered at or below 134°F will not be accepted.

The Caterer shall maintain records supported by delivery tickets, purchase orders, invoices, production records for this contract or other evidence for inspection and reference to support payments, and claims. These records shall also include cooking temperature and holding temperature logs, storage and transportation temperature logs of all foods catered to the Institution and/or facilities.

Grains/Breads Requirement for Child Care Food Program

Refer to *A Guide to Crediting Foods* regarding criteria for determining acceptable Grains/Breads and minimum serving sizes.

Exhibit A -- Grains/Breads for the Food Based Alternatives on the Child Nutrition Programs¹

Exhibit A: Grain Requirement for Child Nutrition Programs^{1,2}		
Group A	Minimum Serving Size for Group A	Oz Eq for Group A
Bread type coating Bread sticks (hard) Chow mein noodles Savory Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) Note: weights apply to bread in stuffing	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz
Group B	Minimum Serving Size for Group B	Oz Eq for Group B
Bagels Batter type coating Biscuits Breads (sliced white, whole wheat, French, Italian) Buns (hamburger and hot dog) Sweet Crackers (graham crackers - all shapes, animal crackers) Egg roll skins English muffins Pita bread (white, whole wheat, whole grain-rich) Pizza crust Pretzels (soft) Rolls (white, whole wheat, whole grain-rich) Tortillas (wheat or corn) Tortilla chips (wheat or corn) Taco shells	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz
Group C	Minimum Serving Size for Group C	Oz Eq for Group C
Cookies² (plain - includes vanilla wafers) Combread Corn muffins Croissants Pancakes Pie crust (dessert pies ² , cobbler ² , fruit turnovers ⁴ , and meat/meat alternate pies) Waffles	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz
Group D	Minimum Serving Size for Group D	Oz Eq for Group D
Doughnuts² (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars⁴ (plain) Muffins (all, except corn) Sweet roll ⁴ (unfrosted) Foster pastry ⁴ (unfrosted)	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz
Group E	Minimum Serving Size for Group E	Oz Eq for Group E
Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or chocolate pieces) Cookies² (with nuts, raisins, chocolate pieces and/or fruit purees) Doughnuts ² (cake and yeast raised, frosted or glazed) French toast Sweet rolls ⁴ (frosted) Foster pastry ⁴ (frosted)	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz

¹Food items noted above with a strikethrough are considered a grain-based dessert and cannot count towards the grain component at any meal served under the C beginning October 1, 2017. Cereals must be whole grain, enriched, or fortified, and must contain no more than 6 grams of sugar per dry ounce. For meals and snags served, at least one serving of grains per day must be whole grain-rich beginning October 1, 2017.

Attachment 4

CACFP “Boxed Lunches” Menus

Below are five “box lunch” menus when requested by the Institution for field trips; the menus shall be rotated.

Menu One	Peanut butter and jelly sandwich Yogurt Carrot sticks Apple wedges Milk (1 Tbsp. peanut butter plus 4 oz. yogurt = 1-5 year old mt/mt alt. requirement; 1 Tbsp. peanut butter plus 6 oz. yogurt = 6-12 year old mt/mt alt. or 2 Tbsp. peanut butter plus 4 oz. yogurt = 6-12 year old mt/mt alt.)
Menu Two	Chicken pita (1 oz. chopped boneless chicken, ½ oz. cheddar cheese and ¼ cup lettuce in whole wheat pita pocket – increase cheese to 1 oz for 6-12 year olds) Seasonal fresh fruit Celery sticks 100% whole grain or 100% multi-grain tortilla chips Milk
Menu Three	Turkey and cheese sandwich on whole wheat bread Mayo/mustard Sliced cucumber and tomato Mixed fruit cup Milk
Menu Four	Ham and cheese sandwich on whole wheat bread Mayo/mustard Carrot and celery sticks Orange wedges Milk
Menu Five	Tuna salad on bun Broccoli florets Sliced peaches Pretzels Milk

Attachment 5
Meal Services to be Provided

1) Circle one: The Institution or Facility request meals to be: Delivered or Pick-up at N/A
(Time)

2) The Institution must select meal types and how food items shall be delivered by checking the appropriate boxes. Note: Breakfast, Lunch and Supper **must** include milk. Snack may include milk according to cycle menu selected.

- | | | | |
|---|--|--|-----------------------------------|
| <input checked="" type="checkbox"/> Breakfast | <input checked="" type="checkbox"/> Lunch | <input checked="" type="checkbox"/> Snack | <input type="checkbox"/> Supper |
| <input checked="" type="checkbox"/> Bulk | <input type="checkbox"/> Bulk | <input type="checkbox"/> Bulk | <input type="checkbox"/> Bulk |
| <input type="checkbox"/> Unitized | <input checked="" type="checkbox"/> Unitized | <input checked="" type="checkbox"/> Unitized | <input type="checkbox"/> Unitized |

3) Will the center or caterer provide milk? _____ If center provides milk, proceed to question 3. If caterer provides milk, continue with question 2. **The Institution must select milk type(s) and size(s) of milk container(s) to be delivered.** Note: Between a child's first and second birthday, whole milk is highly recommended. After a child's second birthday, 1% or fat free (skim) milk is required. Note: **Contract price must include the price of milk to be included with program meals. The Caterer must charge separately should additional milk be requested by the Institution outside the scope of this contract.**

- | | | | |
|--|---|---|--|
| <input checked="" type="checkbox"/> Lowfat (1%) | <input type="checkbox"/> Fat free (skim) | <input type="checkbox"/> Flavored fat free (skim) flavored milk | <input checked="" type="checkbox"/> Whole |
| <input type="checkbox"/> Gallon | <input type="checkbox"/> Gallon | <input type="checkbox"/> Gallon | <input type="checkbox"/> Gallon |
| <input type="checkbox"/> Half-gallon | <input type="checkbox"/> Half-gallon | <input type="checkbox"/> Half-gallon | <input type="checkbox"/> Half-gallon |
| <input checked="" type="checkbox"/> Individual 8 oz. cartons | <input type="checkbox"/> Individual 8 oz. cartons | <input type="checkbox"/> Individual 8 oz. cartons | <input checked="" type="checkbox"/> Individual 8 oz. cartons |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Maximum number of children age one: 30

4) The Institution must check below if the Caterer shall deliver sandwich foods in bulk or pre-assembled. The Institution or facility must be authorized to assemble sandwiches onsite and have adequate storage space to hold sandwiches at proper temperatures.

- | | |
|---|--|
| <input type="checkbox"/> Bulk, Prefer the Caterer to deliver sandwich foods separately in bulk. | <input type="checkbox"/> Pre-assembled, Prefer the Caterer to deliver sandwiches pre-made. |
|---|--|

5) The Institution must check below if the Caterer shall supply disposable meal service products. Note: See minimum paper product specifications below. Note: **Contract price must include the price of disposable meal service products when the "yes" box below is checked. The Caterer may charge separately should additional quantities of disposable meal service products be requested by the Institution outside the scope of this contract.**

- | | |
|---|---|
| <input type="checkbox"/> Yes, Caterer must supply disposable meal service products. | <input type="checkbox"/> No, Caterer not required to supply disposable meal service products. |
|---|---|

Minimum Disposable Meal Service Products:

- Note: If the Institution or Facility requests the caterer supply disposable meal service products, Institution or Facility must indicate in the box specific items and sizes to be supplied.

List disposable meal service products caterer will be supplying:
--

6) The Institution must check below if the Caterer shall supply with each delivery, clean serving utensils (scoops and/or ladles and/or measuring-serving spoons of standard sizes, disposable or stainless) to ensure appropriate serving size of foods as specified by the Child and Adult Care Food Program Meal Pattern or Adults, Attachments 1 and the Cycle Menu, Attachment 2.

- | | |
|---|---|
| <input type="checkbox"/> Yes, Caterer must supply serving utensils. | <input type="checkbox"/> No, Caterer not required to supply serving utensils. |
|---|---|

**Attachment 6
Delivery Schedule**

To be completed by the Institution (*in ink and retain copy*) prior to execution of the Standard Catering Contract and provided to the Caterer.
(Make additional copies if needed.)

Note: The Institution must delete or add Facilities at least one week prior to the required date of service. The Delivery Schedule or other written notice must be used to add or delete facilities.

Institution or Facility	Address	Telephone No.	Contact Person	Type of Meal* & Estimated Total No. Needed Per Day	Desired Delivery Time(s)
Family Care Center	1135 Harry Sykes Way Lexington, KY 40504	859-288-4040	Joanna Rodes	Breakfast 80	8:00 am 8:15 am
				Lunch 95	10:55 am 11:05 am 11:20 am
				PM Snack 80	1:15 pm

*B = Breakfast, L = Lunch, S = Supper, MS = Morning Snack, AS = Afternoon Snack, ES = Evening Snack

Attachment 7

Price Schedule

The Institution or Facility must complete columns 1 & 2 (in ink and retain copy) prior to obtaining price quotes from selected caterers. Caterer must complete remainder of form and return with price quote by date and time specified by the Institution or Facility.

Name of Institution: Family Care Center CACFP CNIPS ID: 11475

Attachment 2 Cycle Menu Selected: A
 *AGES 1-5 MEALS BASED ON PORTION SIZES FOR AGES 3-5.


Type of Meal per Contract Specifications	Estimated Total No. of Meals per Day 1	Estimated No. of Serving Days per Year 2	Unit Price per Meal 3	Total Price 4
Breakfast (Ages 1-5)*	85 (max)	249	\$1.75	37,038.75
Breakfast (Ages 6-18)	NA	NA		
Lunch (Ages 1-5)*	85 (max)	249	\$3.23	68,362.95
Lunch (Ages 6-18)	NA	NA		
Supper (Ages 1-5)*	NA	NA		
Supper (Ages 6-18)	NA	NA		
AM Snack (Ages 1-5)*	NA	NA		
AM Snack (Ages 6-18)	NA	NA		
PM Snack (Ages 1-5)*	85	249	.88	18,625.20
PM Snack (Ages 6-18)	NA	NA		
Late Night Snack (Ages 1-5)*	NA	NA		
Late Night Snack (Ages 6-18)	NA	NA		
"Boxed" Lunches (Ages 1-5)*	NA	NA		
"Boxed" Lunches (Ages 6-18)	NA	NA		
Note: "Boxed" lunches may be requested by the Institution for field trips. Institution or Facility must keep documentation of field trip and menu served.			Grand Total 5	\$124,026.90

By affixing my signature on this quote, I hereby state that I have read all contract terms, conditions and specifications and agree to all terms, and conditions, provisions, and specifications. I certify that I will provide and deliver to the location(s) specified in the contract.

Caterer Company Name:

Chet Doug's Gourmet Foods LLC

Authorized Caterer Representative:

 (Signature) 8/11/17 (Date)

Name and Title:

Doug Johannes (Print or Type) Chef/OWNER

Attachment 8

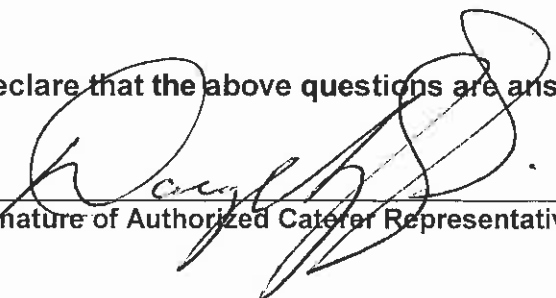
Caterer Conflict of Interest Questionnaire

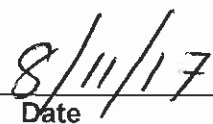
The authorized **Caterer** representative must complete this attachment.

	Yes	No
1. Do you, your immediate family, or business partner have financial or other interests in the Institution of which you are submitting this contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Have gratuities, favors or anything of monetary value been offered to you or accepted by you from the Institution?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Have you been employed with the Institution within the last 24 months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Do you plan to obtain a financial interest, e.g. stock, in the Institution?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Do you plan to seek or accept future employment with the Institution?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Are there any other conditions which may cause a conflict of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you answered Yes to any of the above questions, please provide a written explanation of your answer.

I declare that the above questions are answered truthfully and to the best of my knowledge.


Signature of Authorized Caterer Representative


Date

Attachment 10

Catered Meal Order Change Form

When making changes to the number of catered meals ordered, the Institution or Facility must complete the meal change form below and fax to the Caterer by 5:00 p.m. two days prior to delivery. The Caterer will confirm the requested change(s) with a return fax to the Institution. **Please note: This form is to be used for changing the number of meals ordered only. Meal type must be based on the initial or original contract Price Schedule.**

Institution Name: Family Care Center 11475
(CACFP CNIPS ID)

Facility: Family Care Center

Facility Address: 1135 Harry Sykes Way, Lexington, KY 40504

Caterer Name: _____
(Fax No.)

Authorized Institution Representative: _____
(Signature) (Date)

Meal Type	Current Total No. of Meals Ordered per Day	Change Total No. of Meals Ordered To:	Time Period (Please designate "until further notice" or with specific dates)
Breakfast (Ages 1-5)			
Breakfast (Ages 6-18)			
Lunch (Ages 1-5)			
Lunch (Ages 6-18)			
Supper (Ages 1-5)			
Supper (Ages 6-18)			
AM Snack (Ages 1-5)			
AM Snack (Ages 6-18)			
PM Snack (Ages 1-5)			
PM Snack (Ages 6-18)			
Late Night Snack (Ages 1-5)			
Late Night Snack (Ages 6-18)			
"Boxed" Lunches (Ages 1-5)			
"Boxed" Lunches (Ages 6-18)			

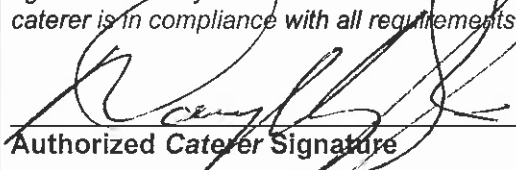
Maximum number of children age one: _____

Caterer received date: _____

Effective change date: _____

Attachment 11

Bidder Acknowledgement Form

This section to be completed by the Institution or Facility:	
Submit Bids To:	(Name of Institution/Facility) (CNIPS ID)
	Lexington Fayette Urban Co Gov/Div of Central Purchasing 11475
	(Contact Name) (Phone No.)
	Conni Hayes, Buyer 859-258-3320
	(Street Address)
200 East Main Street, RM. 338, Lexington KY 40507	
(Mailing Address)	
Same as above.	
Bids Will Be Opened:	August 15, 2017 2:00 PM
	(Date) (Time)
<i>Bids will not be accepted after such date and time.</i>	
This section to be completed by the Caterer:	
Caterer Name:	Chef Doug's Gourmet Foods LLC.
Caterer Mailing Address: (Street and mailing)	120 N. Main St, Box 763
	Winchester KY 40392-0763
Caterer Phone Number: (Area Code and number, include toll free if applicable)	859 585 1464
<p><i>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the caterer and that the caterer is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.</i></p>	
 Authorized Caterer Signature	Chef/owner Title
8/11/17 Date	
Doug Johannes Print Name and Title	
Chef/owner Title	

Attachment 12

Certificate of Independent Price Determination

Both the Institution or Facility and the Caterer (bidder) shall execute this Certificate of Independent Price Determination.

LFUCG/Div. of Central Purchasing/Family Care Center
Name of Institution/Facility

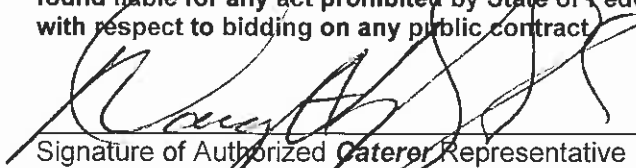
Chof Doug's Gourmet Foods LLC
Name of Caterer

- A. By submission of this offer, the bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation to Bid:
- 1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of this advertised bid directly or indirectly to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Caterer certifies that:
- 1) He or she is the person in the Caterer's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
 - 2) He or she is not the person in the Caterer's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A. 1) through A. 3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above.

In accepting this offer, the Institution certifies that no representative of the Institution has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized <i>Institution or Facility</i> Representative	Title	Date
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To the best of my knowledge, this Caterer, 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.

	<u>Chof/owner</u>	<u>8/11/17</u>
Signature of Authorized <i>Caterer</i> Representative	Title	Date

Note: Accepting a bidder's offer does not constitute award of the contract.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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

Unless LFUCG deems that one or more of the below coverages are not necessary, the 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 (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single limit, \$1 million per occurrence
Employer's Liability Worker's Compensation	\$500,000 Statutory

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 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 and shall include the following types of coverages:
 - 1. Products and Completed Operations coverage and Premises and Operations coverage.
- c. 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.
- d. 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.