



LEXINGTON

Bid 138-2022

Bateman Com Living an Elior Company Supplier Response

Event Information

Number: Bid 138-2022
Title: Catering Services for Family Care Center
Type: Competitive Bid
Issue Date: 11/14/2022
Deadline: 11/18/2022 02:00 PM (ET)
Notes:

ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted.

Contact Information

Contact: Conni Hayes
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: chayes@lexingtonky.gov

Bateman Com Living an Elior Company Information

Contact: Donna Doran
Address: 100 Valley Drive
Jackson, MS 39208
Phone: (601) 594-0252
Email: donna.doran@triocommunitymeals.com
Web Address: TRIO Community Meals

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Donna Doran

Signature

Submitted at 11/18/2022 10:50:57 AM (ET)

donna.doran@triocommunitymeals.com

Email

Response Attachments

TRIO _ WORKFORCE ANALYSIS FORM.pdf

Bateman/TRIO Workforce Analysis

TRIO _ Family Care Center-CACFP Bid _ 11.18.2022.pdf

Bateman Com Living (TRIO Community Meals) Bid Response for Family Care CACFP

TRIO _ Registration Page with Permit Health Department Inspection ServSafe.pdf

Bateman Com Living (TRIO) Vendor Registration with Business Permit, Health Department Inspection, and ServSafe Certification.

TRIO_Affidavit - Signed.pdf

Bateman Com Living (TRIO) Signed Affidavit

TRIO _ LFUCG MWDBE PARTICIPATION FORMS Signed.pdf

Bateman Com Living (TRIO) Minority Vendor Response

Bid Lines

1	Breakfast Quantity: <u> 1 </u> UOM: <u> Each </u> Unit Price: <input type="text" value="\$2.61"/> Total: <input type="text" value="\$2.61"/> Supplier Notes: <input type="text" value="Breakfast is \$2.61/meal"/>
2	Lunch Quantity: <u> 1 </u> UOM: <u> Each </u> Unit Price: <input type="text" value="\$4.43"/> Total: <input type="text" value="\$4.43"/> Supplier Notes: <input type="text" value="Lunch is \$4.43/meal"/>
3	Snack Quantity: <u> 1 </u> UOM: <u> Each </u> Unit Price: <input type="text" value="\$1.23"/> Total: <input type="text" value="\$1.23"/> Supplier Notes: <input type="text" value="Snack is \$1.23/snack"/>

Response Total: \$8.27

This Affidavit must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, John Kirk, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Kirk and he/she is the individual submitting the bid or is the authorized representative of Bateman Com Living an Elior Company (TRIO Community Meals, 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 South Dakota

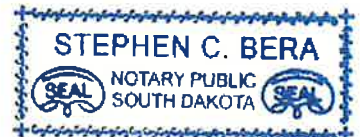
COUNTY OF Minnehaha

The foregoing instrument was subscribed, sworn to and acknowledged before me
by John Kirk on this the 18th day
of November, 2022

My Commission expires: 11/06/2024



NOTARY PUBLIC, STATE AT LARGE



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

WORKFORCE ANALYSIS FORM

Name of Organization: Bateman Com Living an Elior Company (TRIO Community Meals, 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		86	65	12	2	17	14	1	0	3	0	0	0	4	0	123	81
Professionals		1	8	0	0	0	0	1	0	0	0	0	0	0	0	2	8
Superintendents		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals(OPERATIVES)		134	60	71	32	185	69	3	0	5	2	7	2	5	3	410	168
Office/Clerical		5	22	2	2	1	4	0	0	0	1	0	0	0	20	8	49
Skilled Craft		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenan		103	132	90	107	155	150	0	1	10	13	9	5	14	13	381	421
Total:		329	287	175	143	358	237	5	1	18	16	16	7	23	36	924	727

Figures provided by: Laura Bauer, Elior North America Human Resources
 Form completed by Donna Doran, Client Partership Director, TRIO Community Meals
 Prepared by: _____ Date: 10 / 12 / 2022
 (Name and Title)

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

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

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

Sponsor/Center Name: _____ Family Care Center _____				
*MEALS FOR AGES 1-5 ARE BASED UPON PORTION SIZES FOR AGES 3-5.				
Meal	1. Estimated Total No. of Meals per Day	2. Preferred Delivery time	3. Unit Price per Meal	4. Total Price
Breakfast (Ages 1-5)*	85	6:30 a.m.	\$2.610	\$221.85
Breakfast (Ages 6-18)				
Breakfast (Adult)				
Lunch (Ages 1-5)*	85	10:00 a.m.	\$4.430	\$376.55
Lunch (Ages 6-18)				
Lunch (Adult)				
Supper (Ages 1-5)*				
Supper (Ages 6-18)				
Supper (Adult)				
Snack (Ages 1-5)*	85	10:00 a.m.	\$1.230	\$104.55
Snack (Ages 6-18)				
Snack (Adult)				
Total:				\$702.95

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

Caterer Company Name: _____ Bateman Com Living an Elior Company (TRIO Community Meals, LLC) _____

Authorized Caterer Representative:  _____ 11/18/2022
21C00EDFA2A941F... (Signature) (Date)

Name and Title: _____ John Kirk, President _____

(Print or Type)

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

Lower Tier Covered Transactions

Instructions for Certification

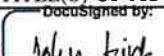
- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

(Read instructions on page two before completing certification.) A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Bateman Com Living an Elixir Company (TRIO Community Meals, LLC)	PR/AWARD NUMBER OR PROJECT NAME Bid #138-2022
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) John Kirk	
SIGNATURE(S) 	DATE 11/18/2022

DocuSigned by:
21C00EDFA2A941F...

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

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

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

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

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

Bateman Com Living an Elior Company
(TRIO Community Meals, LLC)

_____ agrees to furnish meals daily to the above child care center for the period from:

November 21, 2022 to September 30, 2023, except for holidays or other days of in-operation complete with

required (indicate below):

- paper products TRIO will provide forks and spoons
 condiments
 Milk

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

Meal Type/Age	Estimated Total No. of Meals Per Day	Estimated No. of Serving Days per Year	Unit Price per Meal	Total Price	Delivery or Pick-up Time
Breakfast (1-5)*	85	248	\$ 2.610	\$55,018.80	6:30a.m.
Breakfast (6-12)					
AM Snack (1-5)*					
AM Snack (6-12)					
Lunch (1-5)*	85	248	\$4.430	\$93,384.40	10:00p.m.
Lunch (6-12)					
PM Snack (1-5)*	85	248	\$1.230	\$25,928.40	10:00p.m.
PM Snack (6-12)					

TOTAL PRICE: \$ 174,331.60

Bateman Com Living an Elior Company
(TRIO Community Meals, LLC)

_____ agrees to:

- Ensure that meals/snacks meet the minimum meal pattern requirements of program regulations, 7 CFR Part 226, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meals/snacks ordered, including nutrition and/or Child Nutrition (CN) labels .
- Maintain receipts and cost determination records for a period of 3 years after the end of the agreement period.
- These records will be made available to representatives of the Kentucky CACFP, U.S. Department of Agriculture, the child care center or any other appropriate state or federal officials.
- Provide meals in: _____ bulk or ___x___unitized
- Prepare meals for: _____ pick up by center or ___x___ delivery by caterer at the time(s) indicated above.
- Provide delivery slips using the Kentucky CACFP delivery slip form or equivalent.
- Submit billing invoice for payment by the _____10th_____ of each month to mailing address provided by center.
- Notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.
- Any other information pertinent to the agreement may be included and attached to this agreement by the center.

The Sponsor/Institution agrees to pay for meals based on the above unit price(s) within _____30_ days of receipt of invoice.

Bateman Com Living an Elior Company (TRIO Community Meals, LLC) agrees to provide meals that are safe and wholesome, but that any liability is severed upon receipt of meals.

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

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

By: Linda Gorton 12/15/2022
Authorized Signature Date
Mayor
Title
Family Care Center
Child Care Center

DocuSigned by:
John Kirk 11/18/2022
21C00EDFA2A941E...
Authorized Signature Date
John Kirk, President
Title
Bateman Com Living an Elior Company
(TRIO Community Meals, LLC)
Caterer

Agreement Renewal First Year

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

First Year Renewal: October 1, 20_____ to September 30, 20_____

By: _____
Authorized Signature Date

Title

Child Care Center

By: _____
Authorized Signature Date

Title

Caterer

Agreement Renewal Second Year

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

Second Year Renewal: October 1, 20_____ to September 30, 20_____

By: _____
Authorized Signature Date

Title

Child Care Center

By: _____
Authorized Signature Date

Title

Caterer

This Affidavit must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, John Kirk, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Kirk and he/she is the individual submitting the bid or is the authorized representative of Bateman Com Living an Elior Company (TRIO Community Meals, 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 South Dakota

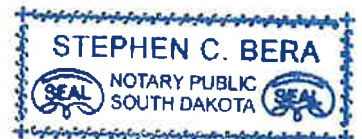
COUNTY OF Minnehaha

The foregoing instrument was subscribed, sworn to and acknowledged before me
by John Kirk on this the 18th day
of November, 2022

My Commission expires: 11/06/2024



NOTARY PUBLIC, STATE AT LARGE



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

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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 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 MWBDE 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 MWBDE 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. [A list of minority vendors used by TRIO and Elio North America operations are listed at the end of this document.](#)

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 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.

Bateman Com Living an Elior Company
(TRIO Community Meals, LLC)

Company

11/18/2022

Date

DocuSigned by:

John Kirk

21C00EDFA2A841F...

Company Representative

President

Title

TRIO and Elior North America Minority Vendors

TRIO and Elior North America are committed to using minority owned vendors. Below lists vendors utilized by some TRIO operations and Elior North America Operations.

TRIO Operations utilizes these Minority Vendors:

Allied Eagle Supply Co.
Holman Enterprises
Fire Tech Systems
Glazier Foods Co.
Panola Paper Co.
Robertson Fruit & Produce
Ron's Home Style Foods
Sirna & Sons Produce
Spring Valley Dairy
Staff Force

Elior North America utilizes these Minority Vendors:

Holman Enterprises
Anserteam
1st Choice Activewear
MGEFE
Acorn
Economical Janitorial
Aster
Tempstaff

CONTRACT CLARIFICATIONS

The Family Care Center-CACFP (sometimes referred to as the "Client") Request for Proposals (RFP) Kentucky Child and Adult Care Food Program (CACFP) contains provisions that TRIO Community Meals, LLC (sometimes referred to as the "Company") would like to clarify. This serves as the Company's respectful request (but does not demand) that Client consider the following terms for inclusion in the contract.

Indemnification

Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.

Limitation of Liability

Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement (not to exceed three (3) years). COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

Excused Performance

If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, pandemic, epidemic, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

Change in Conditions

The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the

financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

Non-Hire

Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

Termination for Convenience

Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than (30) days prior to the effective date of termination.

Assignment

Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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 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 MWBDE 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 MWBDE 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. [A list of minority vendors used by TRIO and Elio North America operations are listed at the end of this document.](#)

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 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.

Bateman Com Living an Elixir Company
(TRIO Community Meals, LLC)

Company

11/18/2022

Date

DocuSigned by:

John Kirk

21C00EDFA2A941F...

Company Representative

President

Title

TRIO and Elior North America Minority Vendors

TRIO and Elior North America are committed to using minority owned vendors. Below lists vendors utilized by some TRIO operations and Elior North America Operations.

TRIO Operations utilizes these Minority Vendors:

Allied Eagle Supply Co.
Holman Enterprises
Fire Tech Systems
Glazier Foods Co.
Panola Paper Co.
Robertson Fruit & Produce
Ron's Home Style Foods
Sirna & Sons Produce
Spring Valley Dairy
Staff Force

Elior North America utilizes these Minority Vendors:

Holman Enterprises
Anserteam
1st Choice Activewear
MGEFE
Acorn
Economical Janitorial
Aster
Tempstaff



Date Received: _____

**CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR PUBLIC HEALTH
FOOD SAFETY BRANCH
502-564-7181**

FOOD PLANT INSPECTION REPORT

105844 3011260347 12180401
Permit No. KY. Assign No. FEI No. ESAF Assign. No.

INSPECTION TYPE: Pre-opening
 Regular Follow-Up
 Survey Admin Follow-Up
 Reinspection Complaint Other

Fayette richard.burk@triocommunitymeals.com
County E-Mail

Trio Community Meals 859-252-0352 1
Firm Name Phone Number Risk Category

857 Floyd Dr Lexington 40505
Firm Address City Zip

Chris Dedic 079 253 Additional Inspectors
Lead Inspector SI # Region

6/9/2022 1.0 2.0 7.5
Date(s) of Inspection Travel Time Inspection Time Report Time

Critical Repeat

LIST OBSERVATIONS AND VIOLATIONS:

No evidence of insect or rodent activity.
No items found contrary to the KY FD&C Act.

Check if report continued on DFS-221.

The observations detailed above are classified as NAI VAI OAI and require correction within _____ days or follow up within _____ days

Failure to correct these deficiencies could result in further action against your firm per 902 KAR 1:400.

Emailed To Firm Richard Burk/District Manager 6/9/22
Responsible Party Signature Print Name & Title Date
Chris Dedic 6/9/22
Inspector(s) Date Supervisor Date



Attached is your permit

THIS PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE

Permit # KYF0050105844 Issued: 01/01/2022 Expires 12/31/2022

TRI COMMUNITY MEALS

ATTN: BUSINESS TAX
775 WOODLANDS PARKWAY, STE 100
RIDGELAND, MS 39157

Cut Along This Line

County

CABINET FOR HEALTH AND FAMILY SERVICES

THIS PERMIT MUST BE POSTED

FAYETTE

COMMONWEALTH

OF KENTUCKY

IN A CONSPICUOUS PLACE

1,001 - 5,000 SQ FEET

OTHER RTE PHFS INCLUDING CERTAIN BAKERIES



*****PERMIT TO OPERATE*****

AUTHORIZATION IS HEREBY GRANTED TO OPERATE A FOOD PROCESSING OR STORAGE ESTABLISHMENT
IN COMPLIANCE WITH KENTUCKY KRS 217.125

THIS PERMIT IS NON-TRANSFERABLE AND SHALL EXPIRE ON 12/31/2022

Location of Establishment if Different From Mailing Address

TRI COMMUNITY MEALS

857 FLOYD DRIVE
LEXINGTON, KY 40505

PERMIT #
KYF0050105844

EXPIRATION DATE
12/31/2022

Given under our hands on this date 01/01/2022

STEVEN J. STACK, MD

COMMISSIONER OF KENTUCKY DEPARTMENT FOR PUBLIC HEALTH

ERIC C. FRIEDLANDER / SECRETARY FOR HEALTH AND FAMILY SERVICES

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

RONALD BOLDEN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

20630581

CERTIFICATE NUMBER

5/25/2021

DATE OF EXAMINATION

local laws apply. Check with your local regulatory agency for recertification requirements.



Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

5525

EXAM FORM NUMBER

5/25/2026

DATE OF EXPIRATION



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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org



National Registry of Food Safety Professionals
CERTIFIED FOOD SAFETY MANAGER

HUNTER MACEY

4751 Forams Drive
Suite 220
Orlando, FL 32821

Toll Free (800) 446-0257
Phone (407) 552-3634
Fax (407) 552-3603
www.NRFSF.com

Certificate No: 21629547
Issue Date: October 1, 2019
Expiration Date: October 1, 2024