

Request for Proposals (RFP)

Cafeteria Furniture and Wall Decor

Paducah Public Schools

RFP 26-01

Issue Date: September 24th, 2026

Submission Deadline: October 12th, 2026 9:30 AM CST



Introduction

Paducah Public Schools is soliciting proposals from qualified vendors to furnish and deliver cafeteria tables and chairs for multiple school facilities within the District. This Request for Proposals (RFP) outlines the specifications, requirements, and evaluation criteria for the procurement of high-quality, durable, and age-appropriate cafeteria tables.

The purpose of this procurement is to replace aging cafeteria furniture and ensure that all school sites are equipped with safe, functional, and efficient seating solutions that meet the needs of students and staff. The selected vendor will be responsible for conducting site visits, collaborating with District personnel, and delivering tables and chairs that meet the specifications outlined in this RFP.

This procurement is subject to the requirements of 2 CFR Part 200, including provisions for full and open competition, cost reasonableness, and compliance with applicable federal, state, and local regulations.

Schedule of Events

Event Type	Event Date	Event Time
RFP Release Date (Public Notice)	September 24, 2026	2:00 PM CST
Deadline for submission of Final Questions <i>No questions will be accepted after this date/time.</i>	October 1, 2026	1:00 PM CST
Answers to Questions Provided	October 2, 2026	1:00 PM CST
Deadline for Submission of Proposals	October 12, 2026	9:30 AM CST
Proposals Evaluation Completed by	October 12, 2026	
Approval of Winning Proposal (Board Meeting)	October 19, 2026	5:30 PM CST
Notice of Intent to Award	October 20, 2026	1:00 PM CST
Contract Signing	October 20, 2026	1:00 PM CST

The District will use its best efforts to adhere to the Schedule of Events. However, the District reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment.

Definitions

For purposes of this RFP, the following definitions, which are consistent with the federal Child Nutrition Programs' regulations, apply:

The Awarded Contract is the agreement between the Paducah Public Schools and Selected vendor that submitted a winning proposal in response to the Paducah Public Schools's RFP. The awarded contract is used by the Selected Vendor to provide the Paducah Public Schools with the services outlined in the RFP.

Offeror or Vendor means a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract with the District.

Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by the District principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

Vendor is a commercial enterprise, public or nonprofit private organization, or individual that submits a proposal in response to this RFP.

Selected Vendor is a Vendor that submitted the successful proposal to this RFP and is awarded a contract as a result of this RFP.

“RFP” or “Request for Proposal” means a group of documents provided by the District to the Vendor that explains the products and services required and how to respond to the request. This group of documents include:

1. Requirements as described in the RFP
2. Terms and conditions as outlined in this RFP
3. Pricing (paper and electronic copies)
4. Any and all Addenda or special written provisions specified by the District after the issuance of this RFP
5. Vendor's Certifications, which must be completed, signed by an authorized representative of Vendor, and other required information
6. Additional required documents
7. Addenda or other terms and conditions added to this RFP by Vendors will not be considered a part of the awarded contract

Procedural and Submission Requirements

A. Description

This RFP is being issued for the purpose of entering into a contract with a vendor to furnish and deliver cafeteria tables and chairs for multiple school facilities within the District.

This RFP seeks proposals from vendors willing to conduct site visits and collaborate with District personnel to equip each cafeteria with safe, functional, and efficient seating solutions that meet the needs of students and staff.

B. Proposal Submissions:

- 1. Submission of proposal deadline:** October 12th, 2026 9:30 AM CST
- 2.** No consideration will be made for Proposal(s) received after this date and time listed above. The District reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject any and all Proposal(s) or parts of a Proposal and to waive any informalities and/or irregularities contained with a Proposal.
- 3. Proposals are to be submitted via mail or email:**

Paducah Public Schools

Attn: Ashley Teasley

500 S 25th Street

Paducah, KY 42003

OR

emailed to Ashley Teasley at ashley.teasley@paducah.kyschools.us

4. Submission Instructions

If emailed, please be sure to include the complete proposal package.

If mailed or hand delivered, 3 copies of a complete proposal package.

Complete Proposal Package Includes:

- RFP 26-01
- Original or Copy (as applicable)
- Envelope number (i.e., 1 of 3)
- Date
- Vendor's Name and Address

5. Late Proposals

Any proposal received after the exact time and date specified for receipt will not be considered.

6. Written Inquiries

All communications should be directed to:

Ashley Teasley	Director of School Nutrition		
500 S 25th	Paducah	KY	42003
Ashley.Teasley@paducah.kyschools.us	270-444-5600 ext 1030		

Written communication: Written communication will override any verbal communication between any vendor and Paducah Public Schools.

Email is the preferred form of communication. (Note: School's email systems have very restrictive security systems. If a response has not been received within two (2) business days, contact Ashley Teasley at 270-444-5600 or Ashley.Teasley@paducah.kyschools.us

Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by the deadline indicated in the schedule of events.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Vendors prior to the RFP due date. Examples of substantive could include clarification of discrepancies or errors. A written response no later than the following date will be issued; a written addendum is the only official method whereby interpretation, clarification, and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged on the submitted proposal. All addenda will be issued electronically to each Vendor known by the District who has requested a copy of the RFP.

Before submitting a Proposal, it shall be the responsibility of each Vendor to contact Ashley Teasley at 270-444-5600 or Ashley.Teasley@paducah.kyschools.us, prior to the Proposal due date to determine whether additional addenda were issued.

7. Discussions/Negotiations

By requesting of a copy of the RFP and subsequent submission of a Proposal, the Vendor agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the awarded contract, Vendor will not discuss this procurement with any party except the designated contact person identified in this RFP. Paducah Public Schools reserves the right to reject any and all Proposals and to cancel this RFP if it is in the best interest of Paducah Public Schools. Paducah Public Schools shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Vendor's response to this RFP.

The District reserves the right, at any time after opening and prior to award, to request from any Vendor clarifications, address technical questions, review past performance, or seek or provide other information regarding the Vendor's Proposal. This process may be used for such purposes as providing an opportunity for the Vendor to clarify their Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the Vendor. Paducah Public Schools will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and services Vendor is proposing to Paducah Public Schools. An individual authorized to legally bind the Vendor shall sign responses to any requests for clarification.

Paducah Public Schools reserves the right to contact provided references and other references to assist in the Proposal evaluation, to verify information contained in the Proposal, and to discuss the Vendor's qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by the district to award any contract or agreement. This RFP is designed to provide the Vendor with the information necessary to prepare a competitive Proposal. It is not intended to be comprehensive, and each Vendor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

- a. Vendor fails to deliver the Proposal by the due date and time.
- b. Vendor fails to respond to the District's request for information, documents, or references within the time specified.
- c. Vendor's response limits the rights of the District.
- d. Vendor's response materially changes a requirement.
- e. Vendor fails to include information necessary to substantiate that it will be able to meet a requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- f. Vendor provides misleading or inaccurate responses.
- g. Vendor initiates unauthorized contact regarding the RFP with the District or employees/agents of the District.
- h. Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- i. Vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

8. Fair and Open Competition

This RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested Vendor to notify the contact person identified in this RFP, in writing, so as to be received within five (5) business days after the date the RFP is issued by the District. The RFP may or may not be changed, but a review of such notification will be made prior to the award of Contract(s).

Scope of Work

The selected vendor shall provide a comprehensive assessment, selection, delivery, and support of cafeteria furniture across all schools in the Paducah Public Schools. The scope of work includes, but is not limited to, the following components:

Site Assessment and Planning

- Conduct site visits to each school facility to assess current cafeteria table and chair inventory, space constraints, and usage patterns.
- Document existing conditions, including table dimensions, quantities, and age.
- Collaborate with the Director of Programs and Operations to develop a tailored plan for each site.

Design and Product Selection

- Propose cafeteria table and chair solutions that are:
 - Please see attached Index 1 for furniture and wall decor specifications.
- Provide layout recommendations and visual mockups for each school site.
 - Please see attached Index 2 for layout.

Product Specifications

- Propose tables and chairs that meet or exceed the following minimum specifications:
 - ☐ Durable construction suitable for daily use in a school environment.
 - ☐ Compliance with ADA accessibility standards.
 - ☐ Manufacturer warranty of at least five (5) years covering all components.
 - ☐ Surface materials that are easy to clean and resistant to wear.

Delivery and Installation

- Coordinate delivery schedules with the District to minimize disruption to school operations.
- Provide liftgate service and inside delivery to designated areas.
- If required, perform assembly and installation of tables at each site.
- Remove and dispose of packaging materials in accordance with local regulations.

- Removal and disposal of current furniture must be included.

Training and Support

- Provide basic training to custodial or cafeteria staff on table operation, folding, and maintenance.
- Offer documentation or manuals for each table model delivered.
- Ensure availability of customer support for warranty claims or service requests.

Optional Services

- Offer extended warranty options and maintenance plans.

Cost Proposal

Vendors shall provide an itemized cost proposal that includes:

- Model number, configuration, quantity, unit price, and extended price for each cafeteria table and chair
- Dimensions, materials, renderings, quantity, unit price, and extended price for each wall décor item
- Pricing for optional features and accessories, listed separately from required items
- Manufacturer warranty details and pricing for any optional extended warranty or service plan
- Assembly and installation costs, including wall mounting, if applicable
- Freight, delivery, unloading, uncrating, and placement costs
- Removal and disposal costs for existing furniture
- Any applicable taxes, fees, or other charges
- A grand total for all required items and services, with optional items excluded
- The period for which proposed prices will remain valid

For each cost category, vendors shall enter a price or indicate “**included**” or “**\$0**” when applicable.

Note: The District will conduct a cost or price analysis to ensure the reasonableness of all proposed pricing in accordance with 2 CFR §200.324.

School Locations

1. Paducah Tilgham High School

2400 Washington Street

Paducah, KY 42003

Enrollment: 841

Breakfast Service Times: 7:10-7:30

Lunch Service Times: 11:05-12:35

C. Additional Requirements:

1. Insurance.

- a. The Selected Vendor shall maintain the insurance coverage set forth below for each accident provided by an insurance company authorized to do business in the state of Kentucky. A Certificate of Insurance of the Selected Vendors insurance coverage indicating these amounts must be submitted at the time of the Awarded Contract. The information below must be completed by the District.
- b. Comprehensive General Liability—includes coverage for:
 - a) Premises—Operations
 - b) Products—Completed Operations
 - c) Contractual Insurance
 - d) Broad Form Property Damage
 - e) Independent Contractors
 - f) Personal Injury\$1,000,000 Combined Single Limit.

2. Vendor Qualifications

- a. Vendor Experience: The Vendor must have a minimum of 5 years of experience in providing retail or institutional food furniture and must maintain a current business license from the State of Kentucky. Vendors shall provide documentation of applicable license, certification, and/or commercial experience upon request.
- b. References: Vendors must provide 3 references for completing the same or similar work in a similar institution.
- c. Business Ethics: Vendors must have a high degree of integrity and business ethics, and a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from receiving the Awarded Contract. Vendors will comply with any reasonable requests to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

The Selected Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the named party. The Selected Vendor agrees not to publish or cite in any form any comments or quotes from the District without prior approval. The Selected Vendor further agrees not to refer to the Contract Award in commercial advertising in such manner as to state or imply that the products or services provided are in any way endorsed or preferred by the District.

Vendors acknowledge that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Vendor also acknowledges that no

one connected to the company has had any connection with the development or drafting of this RFP.

Vendors will be disqualified from the evaluation process and opportunity to be awarded a contract under the following conditions:

- a) Contacting District employees in reference to this RFP outside the person listed as the contact person for this RFP.
- b) Contacting a District employee in a method not described in this RFP, such as communicating with District employee in reference to this RFP using a method other than written letter or email or speaking with District employee outside of the Pre-Proposal Site Visit.
- c) Offering the District technical or other advice, outside of sealed Proposal or request for clarification of Proposal, on preparing the RFP, during the solicitation of Proposals, or during the evaluation of Proposals.
- d) Misrepresenting the Vendor's company as a government agency or other entity in an attempt to deceive the District.

3. Conflict of Interest

Vendors must note any and all relationships/suspected matters that might be conflicts of interest, which would disqualify the Vendor from participating in this RFP or receiving any award related to this RFP. Vendor's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in its Proposal any such matters which do exist is a material breach of Awarded Contract which would void the submitted Proposal or any resulting Awarded Contracts, and subject the Selected Vendor to removal from all procurement lists and possible criminal prosecution.

Awarding of the Contract

To be considered, Vendors must submit a complete response to this RFP using the forms provided. Proposals determined to be overly responsive may be returned and not considered for the Awarded Contract. Vendors should limit Proposal responses to what is required and requested in this RFP. No other documents submitted with the Proposal will affect the contract provisions contain herein, and there may be no modification to the contract language.

An award shall be made to the qualified and responsible Vendor who submits a timely and responsive Proposal to this RFP. A responsible Vendor shall have financial, technical, and other resources which indicate an ability to provide products and perform the services required by this RFP.

A Vendor and/or their authorized representatives are expected to fully read this RFP and be fully acquainted with all the terms and conditions, requirements, and specifications before submitting a

Proposal; failure to do so will be at the Vendor's own risk. Failure or omission of the Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this RFP. The District is not liable for any cost incurred by the Vendor prior to the signing of the awarded contract by all parties. Paying the Selected Vendor from the Child Nutrition Program (CNP) funds is prohibited until the Awarded Contract is signed.

If additional information is required, contact Ashley Teasley at ashley.teasley@paducah.kyschools.us

A. Awarded Contract

The Awarded Contract between the District and the Selected Vendor shall be a combination of the specification, terms and conditions of the RFP; Selected Vendor Proposal, attachments to the Proposal and any written clarifications or changes made by District and in accordance with the provisions herein; see section Exception and Deviations for additional details.

Exceptions should be explicitly noted in the Vendor's Proposal. Lack of exceptions listed on a Vendor's Proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP.

Any exceptions noted in Proposal will be evaluated after the due date. No exceptions, addendums, amendments, or other changes will be allowed thereafter unless required by federal, state, or local regulations or needed to allow for program performance under the Awarded Contract. The only planned amendments will be the amendment to renew the Awarded Contract. This amendment will be presented to the contractor by the District at the time of renewal. Renewal of Awarded Contract does not constitute an offer by District for additional amendments of terms and conditions over and beyond the fees listed in the renewal amendment.

Any proposed terms and conditions listed in the Vendor's Proposal may be considered by the District. However, such proposed terms and conditions may render the Proposal non-responsive and ineligible for evaluation of the Awarded Contract. Furthermore, any accepted proposed terms and conditions related to costs will be added to the overall costs proposed in the Vendor's Proposal. This is the only way to fairly evaluate and compare exceptions to District's terms and conditions by a Vendor and another Vendor which accepted District's terms and conditions without exceptions.

B. Exception and Deviations

The terms and conditions contained in this RFP will be included in the resulting Awarded Contract. The District does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the terms and conditions will result in Vendor's Proposal being deemed to be nonresponsive. If the Vendor requires clarification about RFP terms and conditions, requirements, or possible exceptions or deviations, the Vendor must make such requests before the "Deadline for submission of Final Questions". The District will respond to clarification and other questions as part of the Answers to Questions. No clarifications, exceptions, or deviations will be considered or allowed after this date.

D. Overly Responsive Proposal

To ensure maximum open and free competition Vendor's Proposal must not be overly responsive. If Vendor's Proposal is deemed to be overly responsive, the Proposal may not be considered for evaluation for the Awarded Contract. When responding to this RFP, Vendor must confine its proposal to the requirements of this RFP.

Examples of overly responsive Proposals:

- Respondent offers incentives over and beyond those required by the RFP document (such as scholarships or "free" equipment) to entice a District to select its Proposal for the Awarded Contract, or
- Respondent offers to provide discounts or supplement funding for Point of Sale (POS) equipment when POS equipment was not sought in the original RFP document. If such items were not required in the RFP document, then the offer would be considered overly responsive.

The Awarded Contract will be made to the highest-scoring, responsible Vendor that is both capable of providing the products and services described in this RFP and submits a responsive Proposal that can meet all specifications of the entire RFP. Goods, products, or services offered in a Proposal above and beyond what is requested in this RFP shall not be factored into the scoring evaluation. The Award Contract decision will be based on the criteria outlined in this RFP and not on any additional factors the respondent has chosen to add.

E. Method of Award

Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this RFP. The District's evaluation team will review the Proposals using the evaluation criteria found in this RFP. In addition, the evaluation team will conduct a pre-award audit and check references.

The District will evaluate each Proposal independent of other Proposals. As part of the evaluation process, the District may request to see sample products.

F. Evaluation of Criteria

Proposals will be evaluated and awarded based on the following criteria:

Criteria	Description	Points (out of 100)
Product Quality and Durability	Evaluation of materials, construction, warranty terms, and expected lifespan of furniture.	20
Delivery and Installation Plan	Ability to meet the District's delivery timeline, including logistics, liftgate service and installation.	15

Vendor Experience and References	Demonstrated experience with similar school Districts and positive references from past clients.	10
Design Suitability and Ergonomics	Appropriateness of furniture design for various age groups, ease of use, safety features, and ADA compliance.	15
Cost Proposal	Overall cost competitiveness, including unit pricing, delivery, installation, and optional services.	30
Support and Warranty Services	Availability of customer support, responsiveness, and clarity of warranty and maintenance services	10

The maximum possible points are listed next to each criterion. Evaluation and scoring of Proposals will be based on the assignment of points by the evaluation team and totaled for a final score which will be used for awarding the contract. Only responsive Proposals will be considered for evaluation. For a Proposal to be considered responsive, the Vendor will need to read the entire RFP and provide documentation and information required by all sections of the RFP including attachments. The evaluation team will evaluate all qualifying proposals.

The evaluation team will evaluate documentation and information requested throughout the RFP and recommend contract award using this documentation and information including the following evaluation criteria as described below:

Product Quality and Durability: 20 Points

- Material quality (e.g., high-pressure laminate, powder-coated steel, hardwoods)
- Finish and surface treatment (e.g., scratch resistance, moisture resistance, anti-microbial coatings)
- Craftsmanship and attention to detail (e.g., smooth edges, uniform finishes, weld quality)
- Design suitability for high-traffic environments
- Compliance with industry standards (e.g., ANSI/BIFMA, ISO certifications)
- Aesthetic consistency and colorfastness
- Load-bearing capacity (e.g., static and dynamic weight limits)
- Resistance to impact, abrasion, and corrosion

Delivery and Installation Plan: 15 Points

- Proposed delivery timeline and adherence to project schedule
- Staging and logistics coordination (e.g., delivery windows, site access)
- Packaging and protection methods to prevent damage in transit
- Tracking and communication protocols during shipping
- Contingency plans for delays or damaged goods
- Compliance with site-specific requirements (e.g., security clearances)

- Experience and qualifications of installation team
- Detailed installation schedule aligned with project milestones
- On-site supervision and quality control measures
- Clean-up and debris removal procedures
- Post-installation inspection and sign-off process
- Training or orientation for staff (if applicable)

Vendor Experience and References: 10 Points

- Years in business and specific experience with cafeteria or institutional furniture
- Experience with similar-scale projects (e.g., schools, hospitals, corporate cafeterias)
- Knowledge of industry standards and compliance (e.g., ADA, BIFMA)
- In-house capabilities vs. subcontracted work
- Past performance on government or public sector contracts (if applicable)
- Financial stability and business continuity planning
- Number and relevance of references provided
- Client satisfaction and feedback from similar projects
- Evidence of successful project delivery (on time, on budget)
- Responsiveness and issue resolution history
- Repeat business or long-term client relationships
- Willingness of references to recommend the vendor

Design Suitability and Ergonomics: 15 Points

- Aesthetic alignment with the cafeteria's interior design and branding
- Flexibility and adaptability of furniture for different layouts or uses
- Space efficiency (e.g., stackable chairs, foldable tables)
- Color and finish options that are durable and easy to maintain
- Anti-tip and safety features (especially in high-traffic environments)
- Inclusivity and accessibility (e.g., ADA-compliant seating options)
- Comfort of seating for various body types and durations of use
- Proper seat height, depth, and back support
- Ease of ingress and egress (especially for elderly or mobility-impaired users)
- Table height and legroom compatibility
- User-centered design testing or certifications (e.g., BIFMA ergonomic standards)
- Feedback from pilot testing or mock-ups (if applicable)

Cost Proposal: 30 Points

- Total cost of ownership (TCO) including unit prices, delivery, installation, and any additional fees.
- Volume discounts or bundled pricing offered.
- Warranty and service inclusions included in the price.
- Pricing for add-ons or customization options.

Support and Warranty Services: 10 Points

- Availability of customer support (e.g., hours of operation, dedicated account manager)
- Responsiveness and service level agreements (SLAs) for issue resolution
- On-site vs. remote support options
- Post-installation support and training (if applicable)
- Maintenance services offered (e.g., cleaning, repairs, adjustments)
- Support documentation (e.g., manuals, care guides, troubleshooting resources)
- Length of warranty coverage (e.g., 5, 10, or lifetime years)
- Scope of warranty (e.g., structural components, finishes, moving parts)
- Exclusions and limitations clearly defined
- Process for filing claims (ease, documentation required, turnaround time)
- Replacement or repair policy (e.g., on-site service, shipping costs)
- Reputation and reliability of warranty fulfillment (based on references or reviews)

G. Invoicing and Payment Terms

The District strives to maintain processes that ensure prompt payment for goods and services received. Upon receipt of an invoice and resolution of all credits, the Paducah Public Schools will make payments within 30 business days and in accordance with the terms of the Awarded Contract. All statements received for payment will be processed in compliance with Paducah Public Schools's policy.

H. Nonperformance by Selected Vendor

In the event of the Selected Vendor nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the District shall have the right to pursue all administrative, contractual, and legal remedies against the Selected Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.

I. Terms and Conditions

1. Termination for Cause: The District may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of

future performance. The District shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The Contractor may also terminate this contract under the same set of aforementioned conditions.

2. Termination for Convenience: The District may terminate this contract for any reason, provided that the District shall be required to provide the Contractor with a prior sixty (60) days' written notice of the effective date of such termination. The Contractor may also terminate this contract under the same set of aforementioned conditions.
3. Economic Price Adjustments: Equitable price adjustments to the contract price of the cafeteria furniture may be made in response to significant changes in the cost of raw materials, labor, or transportation that are beyond the control of the contractor.
 - a) Adjustment Basis: Price adjustments shall be based on changes in the Producer Price Index (PPI) for "Office and Institutional Furniture Manufacturing" (NAICS 337127) as published by the U.S. Bureau of Labor Statistics (BLS).
 - b) Adjustment Frequency: Adjustments may be requested no more than once every 6 months and must be submitted in writing at least 30 days prior to the desired effective date.
 - c) Adjustment Threshold: No adjustment will be made unless the cumulative change in the index exceeds $\pm 5\%$ from the index value at the time of contract award.
 - d) Adjustment Calculation: The price adjustment shall be calculated as follows:
 - e) Adjusted Price =
$$\text{Original Price} \times \left(1 + \frac{\text{Index Change (\%)}}{100} \right)$$

Where:
$$\text{Index Change (\%)} = \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}} \times 100$$

 - f) Documentation Requirement: The contractor must provide documentation supporting the requested adjustment, including the relevant BLS index values and a detailed breakdown of how the change affects the contract pricing.
 - g) Request Review and Approval: All adjustment requests are subject to review and approval by the District. The District reserves the right to negotiate or deny any requested adjustment deemed unreasonable or unsupported.
 - h) Downward Adjustments: If the index decreases by more than 5%, the contract price shall be adjusted downward accordingly.

4. The Selected Vendor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
5. Domestic Preference for Procurements Pursuant to 2 CFR 200.322: SFAs should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements for the purchase, acquisition, and use of domestic foods, goods, products or materials must be included in all procurement procedures, solicitations, and contracts, and purchase orders under Federal awards.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The awarded vendor will comply with 2 CFR 200.322 Domestic preferences for procurements as applicable to the contracted services covered by the awarded contract

6. The Selected Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the Act), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the Selected FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.
7. The Selected Vendor shall comply with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
8. The Selected Vendor shall sign the Independent Price Determination Certificate which is attached as an addendum to the Vendor’s Proposal, and which is incorporated herein by reference and made a part of the Awarded Contract.
9. The Selected Vendor shall sign the Suspension and Disbarment Certification which is attached as an addendum to the Vendor’s Proposal, and which is incorporated and made a part of this

contract. This is required by 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection H, by Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. The Selected Vendor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. The Selected Vendor shall sign the Lobbying Certification which is attached as an addendum to the Selected Vendor’s Proposal, and which is incorporated and made a part of the Awarded Contract. If applicable, the Selected Vendor has also completed and submitted the Standard Form-LLL, Disclosure of Lobbying Activities or will complete and submit as required in accordance with its instructions.

In summary this requirement found in 2 CFR 200, Appendix II to Part 200— Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection I, the Byrd Anti- Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

12. The Selected Vendor and District shall comply with both the 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment, and 2 CFR § 200.322 Domestic preferences for procurements as applicable to the contracted services covered by the Awarded Contract.
13. The Selected Vendor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with

the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

14. Recovered Materials: To the maximum extent practicable, the Selected Vendor will comply with 2 CFR §200.323, Procurement of Recovered Materials, which states the Paducah Public Schools and Selected Vendor in performance of the Awarded Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. Access to Records: All contracts awarded by the District shall include the right of the Kentucky Department of Education, Kentucky Department of Agriculture, USDA, the Comptroller General of the United States or any of their duly authorized representatives, to have unrestricted access to any books, documents, papers, records of the contractor which are directly pertinent to the awarded contract, for the purpose of making audit, examination, excerpts, and transcriptions.
16. Cost Reimbursable Contracts:
 - a) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

- b) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
- c) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- d) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- e) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- f) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- g) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

17. The Selected Vendor shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms. Compliance with this regulation requires the Selected Vendor and District to do the following with contracting:

- a. The Selected Vendor and District must take all necessary affirmative steps to assure that small and minority owned businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - 1) Placing qualified small and minority owned businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms on solicitation lists;
 - 2) Assuring that small and minority owned businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms are solicited whenever they are potential sources;

- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority owned businesses, women's business enterprises, veteran owned businesses, and labor surplus area firms;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
16. The Selected Vendor and District agree to comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
17. The Selected Vendor and District agree to comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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, 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, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). 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](#) 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

Mail Stop 9410

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

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Proposal Agreement Page

	Vendor Complete section below.	
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THE UNDERSIGNED HEREBY OFFERS to provide the goods and services as specified in this proposal for the period of September 22, 2026 and ending upon project completion.

I understand that the District reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

FURTHERMORE, I CERTIFY that, consistent with this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the District, and this proposal is made without prior understanding, agreement, or connection with any other Vendor submitting a proposal for the same type of goods and service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the Vendor.

Vendor Name

Vendor Street Address	City	State	Zip
Signature of Authorized Representative ☐			Date Signed <i>Mo./Day/Yr.</i>
Printed Name <i>First and Last</i>	Title		
Email Address	Phone <i>Area Code/No.</i>	FAX <i>Area Code/No.</i>	

	District Complete section below.	
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Awarding of the Contract

The District by signing below is awarding the contract for this RFP to the Offeror of this proposal, herein referred to as "Selected Vendor". This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both the District and the Vendor will be incorporated into this Awarded Contract.

The undersigned hereby accepts the Vendor's proposal for the period of September 22, 2026 and ending upon project completion.

District Name

District Street Address	City	State	Zip
Signature of Authorized Representative ☐			Date Signed <i>Mo./Day/Yr.</i>
Printed Name <i>First and Last</i>	Title		

Email Address	Phone Area Code/No.	FAX Area Code/No.
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Independent Price Determination Certificate

Both the District and the Vendor (Offeror) shall execute this Independent Price Determination Certificate.

Name of Vendor:

Name of District:

A. By submission of this proposal, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

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 Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in the Offeror's organization responsible within the organization 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 other Offeror's organization responsible within the organization 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 certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

TO THE BEST OF MY KNOWLEDGE, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of the Vendor's Authorized Representative ☐	Title 	Date Signed <i>Mo./Day/Yr.</i>
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IN ACCEPTING THIS OFFER, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

Signature of the District ☐	Title 	Date Signed <i>Mo./Day/Yr.</i>
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NOTE: Accepting an Offeror's offer does not constitute award of the contract.



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion 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 CFR §§ 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 or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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; or (3) email: program.intake@usda.gov.

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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 must 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 CFR 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 may 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 General Services Administration's System for Award Management Exclusions 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.

Lobbying Certification

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
exceeding \$100,000 in federal funds

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a Federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure of Lobbying Activities*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Submitting Official	Title of Submitting Official	
Name of Organization	Address of Organization	
Signature of Submitting Official ☐	Date Signed <i>Mo./Day/Yr.</i>	

Disclosure of Lobbying Activities

Approved by OMB

STANDARD FORM -LLL

Complete This Form to Disclose Lobbying Activities Pursuant to 31 U.S.C. 1352

(See Next Page for Public Disclosure)

1. Type of Federal Action A. Contract B. Grant C. Cooperative Agreement D. Loan ☐ E. Loan Guarantee ☒ F. Loan Insurance ☐	2. Status of Federal Action A. Bid/Offer/Application ☐ B. Initial Award ☐ C. Post Award ☐	3. Report Type A. Initial Filing ☐ B. Material Change ☐ For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity Prime ☐ Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Name of Prime Address of Prime Congressional District, if known: _____
6. Federal Department/Agency		7. Federal Program Name/Description CFDA Number, if applicable: _____
8. Federal Action Number <i>If known</i>		9. Award Amount <i>If known</i>
10 a. Name and Address of Lobbying Entity <i>If individual, last name, first name, MI</i>		10 b. Individual Performing Services (Including address if different from No. 10 a) <i>Last name, first name, MI</i>
11. Amount of Payment: <i>Check all that apply.</i> Actual ☐ Planned ☐		13. Type of Payment: <i>Check all that apply.</i> A. Retainer ☐ B. One-Time Fee ☐ C. Commission ☐ D. Contingency Fee ☐ E. Deferred ☒ F. Other ☐ <i>Specify:</i>
12. Form of Payment <i>Check all that apply.</i> A. Cash Nature: _____ B. In-kind <i>Specify</i> Value: _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. <i>Attach Continuation Sheets if necessary.</i>		
15. Continuation Sheets Attached: Yes ☐ No ☒		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone Number <i>Area Code/No.:</i> _____ Date: <i>Mo./Day/Yr.</i> _____
Federal Use Only		Authorized for Local Reproduction

Instructions for Completion of Disclosure of Lobbying Activities Form

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
14. Check whether Continuation Sheets are enclosed.
15. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Vendor Submission Checklist

Vendors are required to submit 3 complete proposal packages. The following documents and information must be submitted as part of their proposal. Please ensure that all items are included to avoid disqualification.

Vendor Name: _____

- ☐ Signed Proposal
- ☐ Visual mockup
- ☐ Technical Specifications of Proposed Products
- ☐ Delivery Timeline
- ☐ Cost Proposal
- ☐ Certificate of Insurance
- ☐ Warranty Information
- ☐ 3 References and Past Performance Information
- ☐ Proof of Insurance
- ☐ Proposal Agreement Page
- ☐ Independent Price Determination Certificate
- ☐ Suspension and Disbarment Certification
- ☐ Lobbying Certification
- ☐ Standard Form-LLL, Disclosure of Lobbying Activities