



REQUEST FOR PROPOSAL

Cafeteria Furniture

Round Tables, Cafe Chairs, High Top Tables & Picnic-Style Tables

Issuing Agency	Owsley County School District
RFP Number	[RFP-050-0739]
Issue Date	July 15, 2026
Proposal Due Date	August 14, 2026 at 2:00 PM EST
Anticipated Award Date	September 9, 2026
Program	National School Lunch Program (NSLP) / School Nutrition Program
Contact	Saundra Bowman MS, RD, LD, SNA 4 Saundra.Bowman@owsley.kyschools.us (606) 593-6363 ext. 439

This procurement is subject to federal and Kentucky state requirements governing School Nutrition Programs.

SECTION 1: INTRODUCTION AND PURPOSE

1.1 Background

Owsley County School District (hereinafter "the District") is a public school district located in Booneville, Kentucky, operating under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) administered by the Kentucky Department of Education (KDE), Division of School and Community Nutrition. The District is soliciting competitive proposals from qualified vendors for the purchase and delivery of cafeteria furniture to support the District's school nutrition program facility.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to establish a competitively awarded contract for cafeteria furniture, including round tables, cafe-style chairs, high top tables with cafe chairs, and picnic-style tables. All procurement activities are conducted in accordance with applicable federal and Kentucky state regulations governing school nutrition programs.

1.3 Funding Source

This purchase may be funded in whole or in part with federal funds provided through the NSLP under the Richard B. Russell National School Lunch Act (42 U.S.C. § 1751 et seq.). As a result, all federal procurement standards apply, including those set forth in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 7 CFR Part 210.

1.4 Calendar of Events

Action	Date	Time (As Applicable)
Board to Review and Approve RFP	July 14, 2026	
RFP Release and Post Date	July 15, 2026	
Proposal Due Date	August 14, 2026	2:00 pm
Proposal Award Submitted to Board for Review and Approval	September 8, 2026	
Approved Proposal Awarded	September 9, 2026	

SECTION 2: REGULATORY AND COMPLIANCE FRAMEWORK

All procurement actions conducted under this RFP shall comply with the following federal and Kentucky state regulations and guidelines:

2.1 Federal Requirements

- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

- 2 CFR 200.318 - General Procurement Standards
- 2 CFR 200.319 - Competition Requirements (full and open competition required)
- 2 CFR 200.320 - Methods of Procurement (sealed bids / competitive proposals)
- 2 CFR 200.321 - Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
- 2 CFR 200.322 - Domestic Preferences for Procurements (Buy American preference)
- 2 CFR 200.323 - Procurement of Recovered Materials
- 7 CFR Part 210 - National School Lunch Program
- 7 CFR 210.21 - Procurement and Resource Management
- Executive Order 13658 / 13706 - Minimum Wage / Paid Sick Leave (if applicable by contract value)
- Debarment and Suspension requirements per 2 CFR Part 180 / 2 CFR Part 3485
- Buy American Act (41 U.S.C. §§ 8301-8305) for manufactured goods

2.2 Kentucky State Requirements

- KRS Chapter 45A - Kentucky Model Procurement Code
- KRS 45A.345 - Competitive Sealed Proposals
- KRS 45A.380 - Ethical Standards
- Kentucky Department of Education (KDE) School and Community Nutrition Procurement Guidelines
- Kentucky Finance and Administration Cabinet procurement policies where applicable
- Kentucky Executive Branch Ethics Code (KRS Chapter 11A)

2.3 Equal Opportunity and Non-Discrimination

The District is an Equal Opportunity Employer and requires compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and USDA nondiscrimination regulations (7 CFR Part 15). In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

2.4 Conflict of Interest

No employee, officer, or agent of the District shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved (2 CFR 200.318(c)). Vendors must disclose any potential conflicts of interest in their proposal.

SECTION 3: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The District seeks to procure the following cafeteria furniture items for delivery and installation at Owsley County High School and Owsley County Elementary School, Booneville, Kentucky.

Items 1, 2, and 3 are designated for Owsley County High School. Item 4 is designated for Owsley County Elementary School. All pricing submitted must include freight and installation. All furniture must be commercial grade, suitable for a school cafeteria environment serving students, and compliant with applicable safety standards including ANSI/BIFMA performance standards.

Vendors must provide itemized pricing for each line item. All unit pricing must be all-inclusive, incorporating freight, delivery, and installation costs. No separate freight or installation charges will be accepted. Proposals offering substitutions must clearly document how the substitution meets or exceeds the specification. The District reserves the right to accept or reject substitutions.

Item 1 - Round Cafeteria Tables (Qty: 20) — Owsley County High School

Specification	Requirement
Quantity	20 tables
Table Shape	Round
Preferred Configuration	Stackable AND/OR fold-flat with seamless folding preferred (i.e., the folding mechanism does not produce a visible seam, gap, or raised surface at the center of the tabletop when in use). Vendors must describe the folding mechanism and confirm whether seamless folding is achieved.
Table Diameter	Minimum 48 inches; 60-inch preferred for maximum seating capacity. Vendor to specify available sizes.
Height	Standard dining height (28" to 30"), ADA-accessible height required for at least 5% of tables or as required by applicable law.
Tabletop Material	High-pressure laminate (HPL) or equivalent commercial-grade surface; scratch-resistant, stain-resistant, easy to clean and sanitize. Edge banding required.
Frame/Leg Material	Heavy-gauge steel with powder-coat finish; rust-resistant. No sharp edges or protrusions.
Weight Capacity	Minimum 500 lbs distributed load across tabletop.
Color/Finish Options	Vendor to provide available color/finish options. District reserves right to select.
Standards Compliance	ANSI/BIFMA X5.5 (Desk/Table Products) or equivalent. Glides/levelers required on all legs.
Mobility	Required. All tables must be equipped with heavy-duty casters or integrated wheels to facilitate repositioning for cleaning, event setup, and daily operations. A locking mechanism (brake) must be included on a minimum of two (2) casters per table to secure the table firmly in place when stationary. Casters must be non-marring and appropriate for use on hard flooring surfaces.

Specification	Requirement
Warranty	Minimum 5-year warranty on frame; 3-year on tabletop surface.

Item 2 - Cafe-Style Chairs (Qty: 100) — Owsley County High School

Specification	Requirement
Quantity	100 chairs – The District reserves the right to adjust quantity of chairs to meet the needs of the school.
Style	Cafe / bistro style; suitable for school cafeteria use
Seat Height	Standard 17" to 19" seat height; ADA considerations must be addressed.
Seat/Back Material	Polypropylene shell, molded plastic, or upholstered (easy-clean vinyl); durable, cleanable, and resistant to food/liquid spills. No fabric upholstery.
Frame Material	Heavy-gauge steel or aluminum; powder-coated or equivalent corrosion-resistant finish. Four-leg base preferred.
Stackability	Stackable preferred (minimum 4-6 high). Vendor must indicate stack height.
Weight Capacity	Minimum 300 lbs per chair.
Glides	Non-marring floor glides required on all legs.
Color/Finish Options	Vendor to provide available options. Must be compatible with Round Tables (Item 1) and High Top Tables (Item 3).
Standards Compliance	ANSI/BIFMA X5.1 (Office Chairs) or equivalent school furniture standard.
Warranty	Minimum 5-year warranty on frame; 3-year on seat/back components.

Item 3 - High Top Cafeteria Tables with Cafe Chairs (Qty: 8 Tables + Matching Chairs) — Owsley County High School

Specification	Requirement
Quantity	8 high top tables; chairs to match (vendor to specify recommended seating per table)
Table Height	Bar/counter height: 40" to 42" from floor to tabletop surface.
Table Shape/Size	Round or square/rectangular; minimum 36" diameter or equivalent. Vendor to specify available configurations.

Specification	Requirement
Tabletop Material	High-pressure laminate (HPL) or equivalent commercial-grade surface; scratch-resistant and easy to sanitize.
Base/Frame	Heavy-gauge steel pedestal or 4-leg frame; powder-coated; must provide stability without floor mounting. Footrest rail required.
Matching Chairs (Bar Stools)	Cafe-style counter/bar height stools to match Item 2 aesthetically. Seat height 28" to 30". Footrest required. Stackable preferred.
Weight Capacity	Minimum 500 lbs distributed table load; 300 lbs per stool.
Color/Finish	Must coordinate with Item 1 (Round Tables) and Item 2 (Cafe Chairs). Vendor to specify available options.
Tabletop / Folding Surface	If a folding tabletop is offered, seamless folding is strongly preferred (i.e., the tabletop surface presents as a continuous, uninterrupted surface when in use with no visible seam, gap, or raised edge at the fold point). Vendors must describe the tabletop construction and confirm whether seamless folding is achieved.
Standards Compliance	ANSI/BIFMA or equivalent. ADA considerations for accessible seating.
Mobility	Required. All high top tables must be equipped with heavy-duty casters or integrated wheels to allow for ease of repositioning. A locking mechanism (brake) must be included on a minimum of two (2) casters per table to stabilize the table securely when in use. Casters must be non-marring and rated for use on hard flooring surfaces.
Warranty	Minimum 5-year warranty on frame; 3-year on tabletop and seat components.

Item 4 - Picnic-Style Cafeteria Tables (Qty: 16) — Owsley County Elementary School

Specification	Requirement
Quantity	16 tables
Style	Long picnic/bench style with integrated attached seating; cafeteria-grade.
Table Length	12 feet (144 inches) strongly preferred; minimum acceptable length is 8 feet (96 inches). Vendor must specify available lengths and confirm availability of 12-ft configuration. Tables shorter than 8 ft will not be considered.
Seating Capacity	Minimum 12 students per 12-ft table; 10 students per 8-ft table. Vendor must specify seating capacity per table length offered. Integrated bench seating must accommodate the full capacity of each table configuration.

Specification	Requirement
Tabletop & Bench Material	High-pressure laminate, resin, or commercial-grade polyethylene; easy to clean and sanitize. Resistant to moisture, scratches, and food staining.
Frame Material	Heavy-gauge galvanized or powder-coated steel; corrosion-resistant. Must meet structural load requirements for full student capacity.
Folding/Portability	Folding mechanism preferred for storage and cleaning access. Must fold flat without damage. Vendor to describe folding mechanism.
Mobility	Required. All picnic-style tables must be equipped with heavy-duty casters or integrated wheels to facilitate repositioning for cleaning, custodial access, and reconfiguration of the cafeteria space. A locking mechanism (brake) must be included on a minimum of two (2) casters per table to ensure the table remains stationary during use. Casters must be non-marring and rated for use on hard flooring surfaces. Vendor to indicate if transport dollies are available as an accessory for additional handling ease.
ADA Accessibility	At least one accessible end space (no attached bench) on each table preferred, OR District may accept separate accessible tables. Vendor to address ADA compliance.
Weight Capacity	Minimum 750 lbs total distributed load across all seating and tabletop.
Color/Finish	Vendor to provide available options.
Standards Compliance	ANSI/BIFMA or equivalent school furniture standard.
Warranty	Minimum 5-year warranty on frame; 3-year on tabletop and bench surfaces.

SECTION 4: PRICING AND COST PROPOSAL

4.1 Pricing

Vendors must submit a fully itemized pricing schedule. All unit pricing must be all-inclusive and must incorporate freight, delivery, and installation costs. Proposals that do not include freight and installation in unit pricing will be considered non-responsive. The District will evaluate total cost of ownership including warranty terms and available service agreements.

Pricing must remain firm for a minimum of 90 days from the proposal due date. All unit pricing must be all-inclusive of freight, delivery, and installation; proposals that list these as separate charges will be considered non-responsive. Each line item (Items 1 through 4) will be evaluated and awarded independently. The District reserves the right to award all items to a single vendor, award individual items to separate vendors, or to purchase all, some, or none of the items listed, based on best value to the District for each item. Vendors may submit proposals for one or more items.

4.2 Taxes

The District is exempt from state sales tax under KRS 139.495. The District will submit the Kentucky Sales and Use Tax Certificate of Exemption form upon request. Federal Excise or Kentucky Sales or Use taxes are not applicable to any purchase made by the District. Bids should not include any such taxes.

Item	Description	Qty	Unit Price	Extended Price
1	Round Cafeteria Tables (48" or 60" dia., stackable/fold preferred, seamless folding preferred) — incl. freight & installation	20	\$ _____	\$ _____
2	Cafe-Style Chairs (standard height, stackable preferred) — incl. freight & installation	100	\$ _____	\$ _____
3a	High Top Cafeteria Tables (bar height, 40"-42") — incl. freight & installation	8	\$ _____	\$ _____
3b	High Top Matching Cafe Stools (bar height, to match Item 2) — incl. freight & installation	_____	\$ _____	\$ _____
4	Picnic-Style Cafeteria Tables (12 ft preferred, 8 ft min., folding preferred) — incl. freight & installation	16	\$ _____	\$ _____
TOTAL PROPOSAL PRICE				\$ _____

SECTION 5: DELIVERY, INSTALLATION, AND ACCEPTANCE

- Vendor must provide an estimated lead time and proposed delivery date at time of proposal submission.
- All furniture must be delivered to the applicable school location as follows: Items 1, 2, and 3 must be delivered to Owsley County High School, 177 Shepherd Lane Rd, Booneville, KY 41314; Item 4 must be delivered to Owsley County Elementary School, 372 KY 28, Booneville, KY 41314. Delivery locations may be updated in writing by the District prior to award.
- Delivery must be coordinated with the District's Nutrition Services Director or designee. Delivery during active school hours may be restricted.
- Vendor is responsible for inside delivery and placement in the cafeteria space as directed. All packaging and debris must be removed from the premises.
- The District will conduct an inspection upon delivery. Items found to be damaged, defective, or non-conforming to specifications will be rejected and must be replaced at the vendor's expense within 30 calendar days.
- Title and risk of loss pass to the District upon written acceptance by the District's authorized representative.
- As installation is included in all pricing, vendor must provide proof of general liability insurance (minimum \$1,000,000 per occurrence / \$2,000,000 aggregate) and worker's compensation coverage prior to commencing any work on District premises.

- Bid Price must be guaranteed from time Bid is awarded until all products are delivered and installed.
- Preference given for delivery and set up during the District's scheduled Fall Break: October 8-12, 2026

SECTION 6: PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted in writing via hard copy only. Electronic submissions of any kind, including email, fax, or online portal, will not be accepted and will be deemed non-responsive. Proposals must include all of the following:

1. Cover Letter on company letterhead including: company name, address, primary contact, phone, email, and signature of authorized representative.
2. Completed Pricing Schedule (Section 4) with all line items filled in.
3. Product Specifications / Cut Sheets for each item proposed, including: model number, dimensions, materials, weight capacity, folding/stacking mechanism description (for Items 1 and 3, vendors must specifically confirm whether seamless folding is achieved and describe how the tabletop surface remains uninterrupted when in use), color options, and ANSI/BIFMA or equivalent compliance documentation.
4. Warranty Documentation outlining terms and conditions for each item.
5. References: Minimum three (3) references from school districts or institutional clients for similar cafeteria furniture purchases within the last five (5) years. Include contact name, phone, and email.
6. Disclosure of Conflicts of Interest (2 CFR 200.318(c)).
7. Debarment Certification: Signed certification that the vendor is not debarred, suspended, or otherwise excluded from participating in federal programs per 2 CFR Part 180.
8. Small/Minority/Women-Owned/ Veteran Owned Business Status (if applicable, per 2 CFR 200.321). Preference will be given for these businesses. Vendors that meet this preference should provide signed attestation statement.
9. Certificate of Insurance: General liability (minimum \$1,000,000 per occurrence / \$2,000,000 aggregate) and worker's compensation coverage. Required of all vendors, as installation is included in all pricing.
10. Pre-Proposal Meeting Confirmation: Written confirmation (email is acceptable) that a pre-proposal meeting with Food Service Director Saundra Bowman has been scheduled or completed in accordance with Section 11 of this RFP. Proposals submitted without this confirmation may be deemed non-responsive.

Proposals must be submitted via hard copy no later than 2:00 PM EST on August 14, 2026. Electronic submissions will not be accepted. Proposals must be sealed and clearly marked on the outside of the envelope or package: "RFP — Cafeteria Furniture — Do Not Open Until August 14, 2026." Sealed proposals must be delivered or mailed to:

Attention: Saundra Bowman MS, RD, LD, SNA 4
Food Service Director, Owsley County Board of Education

14 Old KY 11, Booneville, KY 41314

Phone: (606) 593-6363 ext. 439

Electronic submissions will not be accepted.

Late proposals will not be accepted. The District reserves the right to waive informalities in proposals and to reject any or all proposals.

SECTION 7: EVALUATION CRITERIA

Proposals will be evaluated by a selection committee using the following criteria. This is a best-value procurement in accordance with 2 CFR 200.320 and KRS 45A.345. The lowest price is not required to be selected if best value justification is documented. Each item (Items 1 through 4) will be scored and awarded independently using the criteria below. A separate award determination will be made for each item, allowing the District to select the most advantageous vendor on an item-by-item basis. Vendors are not required to submit proposals for all items; however, vendors who propose on multiple items should provide complete pricing and specifications for each item independently.

Evaluation Criterion	Maximum Points
Price / Cost (itemized and total)	30
Ability to meet the District's needs for <u>all</u> bid items	15
Seamless Folding Options for Item 1	15
Café Style Chairs Available for Items 2 and 3	15
Preferred designs and color options	10
Ability to complete project by Fall Break	5
Small/Minority/Women-Owned/ Veteran Owned Business Status	5
References and Prior School/Institutional Experience	5
TOTAL	100

The District may conduct oral presentations or request additional information after initial evaluation. The District reserves the right to negotiate with the highest-ranked vendor(s) prior to award, consistent with KRS 45A.345 and 2 CFR 200.320. Because each item is scored and awarded independently, negotiations may occur separately for each item and with different vendors simultaneously.

SECTION 8: CONTRACT TERMS AND CONDITIONS

8.1 Contract Award

Award will be made on a per-item basis to the responsible vendor whose proposal for that item is determined to be most advantageous to the District, considering price and other evaluation

factors. The District may make up to four (4) separate contract awards — one per line item — or may award multiple items to the same vendor if that vendor represents best value across those items. Preference will be given to vendors that are able to meet all of the District's needs for all bid items. The anticipated award date is September 9, 2026. The District will notify all vendors of the award decision for each item in writing.

8.2 Contract Duration

The initial contract term shall be for one (1) year from the date of award, with up to two (2) optional one-year renewal periods at the District's sole discretion, not to exceed three (3) years total, consistent with 2 CFR 200.318 and KRS 45A. Price adjustments will be considered following the one (1) year initial bid contract.

8.3 Federal Contract Provisions (Required - 2 CFR Part 200 Appendix II)

The following provisions are required for contracts funded in whole or in part with federal funds and shall be incorporated into any resulting contract:

- Equal Employment Opportunity (41 CFR Part 60) - for contracts exceeding \$10,000
 - During the performance of this contract, the contractor agrees as follows:
 - 1. Non-Discrimination: Contractors must not discriminate against employees or job applicants based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 2 CFR 200 Clauses and Provisions 7 2. Affirmative Action: Contractors must take affirmative action to ensure equal employment opportunities, including recruitment, hiring, promotion, and other employment practices.
 - 3. Posting Notices: Contractors must display notices in visible places that inform employees and applicants about the non-discrimination clause.
 - 4. Advertisements: All job advertisements must state that all qualified applicants will receive consideration for employment without discrimination.
 - 5. Compensation Disclosure: Contractors must not retaliate against employees or applicants who inquire about, discuss, or disclose their compensation or that of others.
- Clean Air Act (42 U.S.C. § 7401 et seq.) and Federal Water Pollution Control Act - for contracts exceeding \$150,000
 - Clean Air Act: The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the District and understands and agrees that the Owsley County Board of Education will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, and the Federal awarding agency, or USDA. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal funds.
 - Federal Water Pollution Control Act: The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees

to report each violation to the District and understands and agrees that the Owsley County Board of Education will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office, and the Federal awarding agency, or USDA. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.”

- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) - for contracts exceeding \$100,000
 - 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 recipient. (See Required Form on Page 17-22)
- Debarment and Suspension (2 CFR Part 180 and 2 CFR Part 3485)
 - The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) 11 or the Excluded Parties List System (EPLS), 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.”
 - By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Owsley County Board of Education. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Procurement of Recovered Materials (2 CFR § 200.323) - for contracts exceeding \$10,000
 - “In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- Domestic Preferences for Procurements (2 CFR § 200.322)
 - 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.

8.4 Termination for Cause and Convenience

- 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 SFA 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.
- 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.

8.5 Records Retention

All books and records shall be made available for audit by the SFA, USDA, SCN, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. If audit findings regarding the awarded vendor's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit, consistent with 2 CFR 200.334.

8.6 Audit Rights

The District, the Kentucky Department of Education, the USDA Food and Nutrition Service, the Comptroller General of the United States, and their authorized representatives shall have the right to audit the vendor's records pertaining to this contract (2 CFR 200.337).

8.7 Substitutions

No substitutions are allowed without prior written authorization from the District Food Service Director. The Director must be notified if an item is out of stock, backordered or if timely delivery cannot be made.

If the awarded bidder fails to deliver within the time specified, or within a reasonable time as interpreted by the District, or fails to make replacements of rejected articles when so requested, or demonstrates a continuous inability to secure the bid item, the District, at its sole discretion, may purchase a product of equal or greater quality from another source.

SECTION 9: GENERAL PROVISIONS

- **Proprietary Information:** Vendors should identify any information in their proposal that is considered proprietary or confidential. The District will make reasonable efforts to protect legitimately identified proprietary information, subject to Kentucky Open Records Law (KRS Chapter 61).
- **No Oral Modifications:** No oral statement by any District employee shall modify the terms of this RFP or any resulting contract.
- **Public Record:** Proposals are subject to disclosure under the Kentucky Open Records Act (KRS 61.870 et seq.) following award.
- **Governing Law:** This RFP and any resulting contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- **Anti-Kickback:** The vendor certifies that no gratuities, kickbacks, or contingency fees were paid in connection with this contract, nor were any agreements made to provide such payments (KRS 45A.380).
- **Amendments to RFP:** The District reserves the right to amend this RFP at any time prior to the proposal due date. All amendments will be issued in writing to all vendors who have acknowledged receipt of this RFP.
- **USDA Nondiscrimination Statement:** In accordance with federal civil rights law and 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.

SECTION 10: QUESTIONS AND ADDENDA

All questions regarding this RFP must be submitted in writing to the contact listed on the cover page no later than August 7, 2026. Questions received after this date may not be answered. Responses to all questions will be issued as a written addendum and distributed to all known prospective vendors. Vendors are encouraged to acknowledge receipt of all addenda in their proposals. Please also refer to Section 11 regarding the mandatory pre-proposal meeting requirement.

SECTION 11: PRE-PROPOSAL VENDOR MEETINGS

All vendors intending to submit a proposal under this RFP are required to schedule and attend a pre-proposal meeting with the District's Food Service Director prior to the proposal due date. Pre-proposal meetings provide vendors with an opportunity to review facility conditions, ask questions, and clarify specifications prior to submission. Proposals submitted by vendors who have not completed a pre-proposal meeting may be deemed non-responsive and disqualified from consideration.

Pre-proposal meetings must be scheduled in advance by contacting the Food Service Director directly:

Saundra Bowman MS, RD, LD, SNA 4

Food Service Director, Owsley County Board of Education

Email: Saundra.Bowman@owsley.kyschools.us

Phone: (606) 593-6363 ext. 439

Meetings must be scheduled and completed no later than July 31, 2026. Vendors should allow sufficient time for a facility walkthrough at one or both school locations (Owsley County High School and/or Owsley County Elementary School) as applicable to the items on which they intend to bid. No unscheduled or drop-in site visits will be permitted.

Any information exchanged during pre-proposal meetings that materially affects the scope or specifications of this RFP will be formalized and issued to all registered vendors via written addendum. Verbal representations made during meetings do not modify the terms of this RFP.

VENDOR SIGNATURE AND CERTIFICATION

By signing below, the authorized representative of the vendor certifies that:

- All information provided in this proposal is true and accurate.
- The vendor is not debarred, suspended, or excluded from participation in federal programs.
- The vendor has read, understands, and agrees to comply with all terms and conditions of this RFP.
- All required certifications and disclosures are included with this proposal.
- Prices submitted are firm and valid until products are delivered and installed.

Company Name

Authorized Signature

Printed Name and Title

Date

Address

Phone / Email

END OF REQUEST FOR PROPOSAL

Owsley County School District | Nutrition Services Department | July 15, 2026

Responsive Proposal Checklist

Requirements to be Considered Responsive Checklist	Completed
Meets all Required Specifications for Item 1	
Meets all Required Specifications for Item 2	
Meets all Required Specifications for Item 3	
Meets all Required Specifications for Item 4	
Price Includes Freight, Delivery, and Installation	
Cover Letter	
Completed Pricing Schedule	
Product Specifications	
Warranty Documentation	
References	
Disclosure of Conflicts of Interest	
Small, Minority, Woman, or Veteran Owned Attestation Statement (If Applicable)	
Certificate of Insurance	
Pre-Proposal Meeting Confirmation	
Estimated Lead Time	
Proposal Submitted via Hard Copy	
Byrd Anti-Lobbying Form: See Website: https://www.state.gov/lobbying-disclosure-and-certification https://www.state.gov/wp-content/uploads/2019/01/Certification-Regarding-Lobbying.pdf	