Kentucky Valley Educational Cooperative



**Invitation to Bid**

**Bid Opening: May 4, 2018 10:00am**

**Bid due by (closing): May 4, 2018 2017 10:00am**

**Bid Item(s): Pest Control**

**Bid Reference#: KVEC-Pest Control-18/19**

**Contract Period: July 1, 2018-June 30, 2019**

Notice is hereby given that sealed bids for Integrated Pest Management for the Kentucky Valley Educational Cooperative (KVEC) members will be received at the KVEC office: Kentucky Valley Educational Cooperative

 412 Roy Campbell Drive

 Hazard, KY 41701

 (606) 436-3161 x5027

 ATTN: Ashley Parker

The basis of this specification is for IPM (Integrated Pest Management) Services that emphasize pest prevention and the safe and effective management of pest problems. This involves the regular monitoring for the presence of pests inside and around the structures of all designated District buildings, the landscape, turf and surrounding grounds of District facilities and, when necessary implementation of appropriate control measures. The goal of the IPM program is to provide effective, long term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and inadvertent contamination by pesticides. It is essential that the Contractor provides proactive services that identify areas of improvement in the interior and exterior of district buildings, landscape design deficiencies, plant maintenance practices, and plant choices that contribute to pest problems and when needed the Contractor will abate areas of infestation. All IPM services and activities shall be planned and performed with the needs of the school children and staff as the foremost priority, working with school site staff to coordinate pest management activities to avoid disruption of school activities.

 Information pertaining to any item or conditions in this bid request may be obtained by contacting the **KVEC office.** Contact information is located on the KVEC website ([www.kentuckyvalley.org](http://www.kentuckyvalley.org)). The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the internet at KVEC website beginning on the bid public notice date and until the time and date specified for the bid opening. **Approved vendor information will be available upon official board action.**

 In submitting this bid, it is expressly agreed that, upon proper acceptance by the KVEC Board of Directors of any or all items bid, a contract shall thereby be created with respect to the items accepted.

 Bids must be received at the **listed location**, not later than the specified bid opening time and date. Bids received after the time designated for the bid opening will not be accepted. Bids should be sealed in an envelope and clearly marked **“*BID ENCLOSED”* and should include Bid Reference #.** The participating bidding institutions cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time.

SECTION I

BID/CONTRACT CONDITIONS & INSTRUCTIONS

\*\*\*Bids will not be accepted if not accompanied by HACCP documentation \*\*\*

1. **CONTRACT PERIOD:**

This RFP will be awarded on an initial one (1) year term on date listed as the contract start date.

 The contract will consist of the District option for an additional four (4) one (1) year terms.

 Annual contract date will start July 1, 2017. First annual contract end date will be June 30, 2018 unless otherwise given written permission by the District to extend on the annual basis.

1. **Delivery of Bids:** Offers received after the time and date of bid opening will be returned unopened to the appropriate bidder. If a deliverer (UPS, Federal Express, Express Mail) can provide documented proof as evidenced by the signature of a hosting employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for bid opening and, through fault of hosting personnel, the bid did not get to the proper authority, the bid will be considered. Offers delivered in Express Mail, Federal Express, UPS or any other such deliverer’s envelop shall be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
2. **Response Form:** Bidders must use without alteration the provided official vendor response form. KVEC will make no oral interpretations for proposers of meaning of the terms in this RFP.
3. **Correction of Mistakes:** All quotations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent. Corrections should be initialed in ink by the person making the correction. All initials will be explained in a visible and appropriate place with the full name of the person making the correction.
4. **Bid Award:** This bid is awarded based on an evaluation of lowest price per district .
5. **Taxes:** Bidders shall not include Federal Excise Tax, transportation tax, or sales tax in the quotation as these taxes do not apply to county boards of education.
6. **Equipment:** Successful bidder shall furnish all materials, tools, and equipment necessary to accomplish the program as developed.
7. **Inspection:** Bidders are encouraged to visit the sites to acquaint themselves and investigate all conditions under which the work will be performed. The contractor shall not be allowed additional compensations for items of which he fails to inform himself of prior to making the bid. Please contact building and or facilities for on-site visits
8. **GIFTS AND GRATUITIES:** Acceptance of gifts from contractors and the offerings of gifts by contractors are prohibited. No employee of the boards of education or KVEC under provisions of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation any gift, kickback or gratuity. Any conflicts of interest are prohibited.
9. **REVIEW AND AWARD:**
10. **Bid Review-** After the public opening of bids, cooperative officials will require a minimum of five (5) working days for review. A representative who can respond to questions should be available by phone during bid evaluations.
11. **Bid Award System.** Bids will be awarded to the distributor with the lowest total bottom line and who has met the requirements as set forth in the bid document.
12. **Bid Evaluation-** Bids will be checked for accuracy of mathematical extensions and additions. All bids shall be subject to verification.
13. **Final Affirmation of Bid.** Upon Evaluation of returned bids, successful bidders will be notified. A Bid Award letter shall be forwarded after final approval to the successful bidder(s). Upon completion of bid evaluation & KVEC board approval. Food Service Directors will present the recommended successful bid to their respective Boards of Education for **final approval**. At this time, Food Service Directors will affirm bidders of acceptance by their Boards of Education.
14. **ACCESS TO BID INFORMATION/PUBLIC RECORDS:** Bids may be examined by bidders during normal working hours **only after bid award.** Request for examination should be made in writing to KVEC. Official copies of the bids will be located at KVEC. **No files will be removed from sites premises.**

Written notices of award and Final Affirmation of Bid Award **may be FAXed to responding bid department personnel and may be returned by FAX.**

1. **RIGHT TO REJECT BID:** KVEC reserves the right to reject any and all bids or any part thereof. They reserve the right to make such selection as, in their judgment, is in the best interest of the boards of education. They also reserve the right to eliminate those bids where specifications have not been met.
2. **BUYER-CONTRACTOR RELATIONSHIP.** Under arrangements of this contract, it is the contractor’s responsibility to represent the interest of the school system and interface with packers on problems relating to product pack and quality.
3. **STANDARD CONTRACT CONDITIONS.**
4. **Authority.** This contract shall be governed in all respects – as to validity, construction, capacity, and performance or otherwise – by the laws of Kentucky and the United States.
5. **Civil Rights Act Compliance.** Contracts providing service under this Notice Inviting Bid, herewith, assure the Cooperative they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
6. **Tax Certification of Exemption.** State Sales and Use Tax Certificate of Exemption form will be issued upon request.
7. **Records.** The contractor agrees to **retain all books, records and other documents relative to this agreement for three (3) years after final payment.** The participants, its authorized agents, and/or State/ Federal representatives shall have full access to, and the right to examine and audit any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until state matter is closed.
8. **Certification of Compliance.** Depending upon the size of the contract, certification of compliance with provisions of the following Acts should be included in the standard terms and conditions of the Notice Inviting Bids:
* ***All Contracts:*** Energy Policy and Conservation Act (PL 94-163); Provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder; Provision of the Fair Labor Standards Act.
* ***Contracts in excess of $20,000;*** Executive Order 11246, an Equal Employment Opportunity, as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).
* ***Contracts in excess of $100,000;*** Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Air Act (33 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15).
* ***Contracts involving research, developmental, or experimental work;*** The requirements established in USDA regulation, 7 CFR 3015.175 concerning USDA rights to copyrights, patent rights and rights to date and reporting of discoveries and inventions.
1. **Conducting Bid:**  This bid will be conducted consistent with the Kentucky Model Procurement Code KRS 45A and Federal procurement laws.
2. **Procurement Clause:**

PENALTY- The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school may have to seek other interim product sources. Failure to deliver 100% of the items on this list within 48 hours shall be considered default.

A successful bidder/contractor should have a proven record of service, particularly with the respect to delivering all items on a regular basis, at favorable prices. A contractor may be designated as unacceptable if the requirements listen herein have been previously violated and/or poor communications exist between the seller and the school district.

Modifications, additions, or changes to the terms and conditions of the bid/contract may be a cause for rejection of bid/contract. Bidders/Contractors are requested to submit all bids/contracts on official forms. Bids/Contracts submitted on company forms may be rejected.

SOURCE: Procurements Standards Handbook (Child Nutrition Programs), revised October 1989.

EXCLUSIVITY: The participating schools agree to use the designated contractor as an exclusive source for the various items and services as listen herein as well as for comparable substitutes and supplemental items. The only anticipated exception might be in time of emergency.

1. **Piggybacking: KVEC** would also like to make the same pricing structures available to other area Board of Educations that become members of KVEC throughout the fiscal year. Bidders shall indicate whether they shall extend pricing. Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend to other BOEs \_\_\_\_\_

Do not agree to extend prices to other BOEs \_\_\_\_\_
2. **NON-DISCRIMINATION**

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

1. The seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status, or political opinion or affiliation. The seller shall take affirmative action to ensure that applicant are employed, and the employees are treated during employment without regard to their age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status or political opinion or affiliation. Such actions shall include, although not limited to, the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The seller agrees to post in conspicuous places notices setting forth the provisions of this equal opportunity clause.
2. In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Ave. Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 632-6136 (Spanish). USDA is an equal opportunity provider and employer.

1. The seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the seller; state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, national origin, handicap condition, marital or prenatal status, race, sex, veteran status, or political opinion or affiliation.
2. The seller shall cause any subcontractor engaged to perform any services required by this contract to include this equal opportunity clause in all solicitation, advertisement, and employment practices it shall perform.

**§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises 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 businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(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

1. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

I.

Modifications, additions, or changes to the terms and conditions of the bid/contract may be a cause for rejection of bid/contract. Bidders/Contractors are requested to submit all bids/contracts on official forms. Bids/Contracts submitted on company forms may be rejected.

SOURCE: Procurements Standards Handbook (Child Nutrition Programs), revised October 1989.

EXCLUSIVITY: The participating schools agree to use the designated contractor as an exclusive source for the various items and services as listen herein as well as for comparable substitutes and supplemental items. The only anticipated exception might be in time of emergency.

**CLEAN AIR/CLEAN WATER**

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 USDA and the appropriate EPA Regional Office.

**SUSPENSION/DEBARMENT**

 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), 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 Kentucky Valley Educational Cooperative. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Kentucky Valley Educational Cooperative, 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.

**LOBBYING**

The Contractor will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the Kentucky Valley Educational Cooperative.

1. **Hold Harmless:** It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and save harmless KVECs, and participating KVEC from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by wither order or contract; and the bidder further agrees to identify and save harmless KVEC & KVEC from suits or action of every nature and description against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or form any of the acts of the contractor, his/her servants or agents.
2. **Non-Bid Items:** KVEC and/or its participating members may request contract pricing on items NOT listed in this bid. These requests shall be made to the AWARDED vendor(s). Pricing SHALL include delivery. This method shall relieve the schools and/or KVEC from additional bidding or receiving additional quotes. Pricing and terms must be related to items awarded in this bid.

**SECTION II**

**PRODUCT REQUIREMENTS and CONTRACT SPECIFICATIONS**

1. **Bidder shall provide a written Integrated Pest Management Plan (IPM), a comprehensive approach to the eliminating and preventing pest problems with emphasis on reducing pest habitats and food sources. The plan shall explain the bidder’s strategy of how they can reduce pest complaints and the use of pesticides to the indoor air quality at safe levels to reduce the risk of pesticide exposures. This plan shall include schedules(s) or periodic application of product and a quality assurance program for the eradication and control of pests in all open District schools and buildings. See Appendix A for current sample IPM Plan**
2. **Describe the product(s) to be used and where and when within the building(s) it will be used.**
3. **Describe how the Safety Data Sheets will be managed and accessible**
4. **Successful bidder shall provide monthly inside and bi-annual outside treatments to all open schools and buildings, and shall respond to additional emergency work requests at no additional cost to the District within 24 hours of the service for pests that fall under the month service plan.**
5. **Provide a list of all pests that are included in the monthly and bi-annual service. They should include, but not be limited to; rats both indoors and outdoors, mice both indoors and outdoors, all species of roaches, ants, lice, silverfish, water bugs and springtails.**
6. **Provide a list of all optional services provided and costs associated.**
7. **Hours of Service:** The contractor shall coordinate the timing of routine services to the District in order to pose the least disruption to the school’s routine. Contractor shall understand that services in the Nutrition Service (kitchen) areas cannot be performed during hours of operations and scheduling shall be done in coordination with the District Nutrition Service Department. Contractor shall give minimum 10 days advance notice when it deemed necessary to deviated from the approved applications and receive written approval from the District.
8. **Bidders should provide detailed information addressing each of the following areas:**
* Licensing and certification in the field of the requested services;
* Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 48 months.
* Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 48 months.
* List of any public entities that the Contractor has discontinued services to at the request of the entity with reason for discontinuing services and a contact at the entity.
* Failure to be forthright in disclosure shall be grounds for disqualification of a contractor.
* The contractor must be in compliance with all provisions of the State of Kentucky 217B.555, Pesticide Storage Restrictions statute applicable to the contractor’s services for the contract. Ky. Acts ch. 81, sec. 12, effective June 17, 1978.
* Contractor shall NOT store any chemicals on District property.
* Contractor must ensure that any pest controls utilized in the Nutrition Service areas not result in contamination of food, utensils, equipment or employee clothing.
1. **Required Insurance:**
* **$100,000 per incident**
* **$300,000 per year**
1. **Conflict of Interest:** Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.
2. **All work shall meet or exceed the Americans with Disabilities Guidelines.**
3. **Proposer must comply with all federal and state anti-discrimination laws.**
4. **Background Checks:** Contracts entered pursuant to this RFP must require that all employees who will interact with students will be fingerprinted and background checked under the background checks required by the District’s Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.
5. **ITEM IDENTIFICATION (ID):** Please carefully read all identifications. UNDER NO CIRCUMSTANCES are items to be substituted. All items are subject to inspection and testing after arrival at the destination. In the event any item is defective or does not otherwise conform to product identifications, it will be returned to the vendor at the vendor’s expense.

In addition, school systems reserve the right to have any product tested by the proper United States Department of Agriculture (USDA) testing agency for conformance to stated product identification. Should any item fail to meet the product requirements as specified in the bid, the vendor will be charged testing charges and shall agree to reimburse the schools system for said charges.

1. **PRODUCT PROTECTION GUARANTEE:** School systems have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appears on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
2. **IMPORT PRODUCTS:** Federal regulations prohibit the use of federal funds for purchasing products produced, canned or packed outside of the United States with the following exceptions – pineapple, mandarin oranges, olives, tuna and coffee.

**TERMS OF REFERENCE SPECIFIC TO PRODUCT IDENTIFICATIONS**

1. **CN LABEL.** When a product is CN (Child Nutrition) labeled, it is “certified” by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.
2. **STANDARDS OF IDENTITY.** All products must conform to U.S. minimum standards requirements. If not, the supplier (packer) is not only in violation of the contract with the school system, but also with the Federal Food and Drug Administration and/or the Federal Trade Commission. Three (3) important federal regulations pertaining to canned foods are listed below. These and other federal regulations are automatically part of bid requirements.
3. Net Container Quantity – The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of the Federal Food , Drug and Cosmetics Act regarding the individual specifications for standard of fill for the products as prescribed in 21 CFR Part 100-169.
4. Fill of Containers- All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with section 401 of the Federal Food, Drug and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR Part 100-169).
5. Drained Weights – Drained weight of “wet pack” items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act for drained weight, as prescribed in the individual specifications of each product in 21 CFR Part 100-169. Except for whole tomatoes, drained weight is not a factor of USDA grade. The USDA standards indicate recommended drained weight for certain items, in which case these standards must be met.

**BUY AMERICAN**

In accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act; Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998, requires SFA’s to purchase domestically gown and processed foods to the maximum extent practicable. Purchases made in accordance with the Buy American provision follows applicable rules for free and open competition.

(d)Buy American -

(1)Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means -

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2)Requirement.

(i)In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii)Limitations. Paragraph (d)(2)(i) of this section shall apply only to -

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(3)Applicability to Hawaii. Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

**VENDOR LIST**

**BLUE DIAMOND EXTERMINATING CO**
18331 S HWY 421
HYDEN, KY 41749
County: LESLIE
Phone:  (606) 672-3893

**EAST KENTUCKY EXT CO**
2269 RATLIFFS CREEK ROAD
PIKEVILLE, KY 41501
County: PIKE
Phone:  (606) 432-1127

**KIL-MORE PEST MANAGEMENT AND EXTERMINATION**
42 R. B. DRIVE
PRESTONSBURG, KY 41653
County: FLOYD
Phone:  (606) 874-441

**MOUNTAIN PEST CONTROL**
3244 BIG CREEK ROAD
HAZARD, KY 41701
County: PERRY
Phone:  (606) 476-2302

**ORKIN EXTERMINATING**
225 TOLLAGE CREEK RD
PIKEVILLE, KY 41501
County: PIKE
Phone:  (606) 437-4033

**PATS PEST CONTROL**
167 HAPPY VALLEY LANE
HAZARD, KY 41701
County: PERRY
Phone:  (606) 439-3412

**SUPERIOR PEST MANAGEMENT**
PO BOX 4235
PIKEVILLE, KY 41502
County: PIKE
Phone:  (606) 631-6053

**TERMINATOR PEST CONTROL**
280 EAST THIRD STREET
LONDON, KY 40741
County: FLOYD
Phone:  (606) 874-2847

**BLUE GRASS PEST MANAGEMENT LLC**
424 EAST MAIN ST.
HAZARD, KY 41701
County: KNOTT
Phone:  (606) 785-5185

210.21-14: Buy American Provision

January 23, 2002

All State Directors

National School Lunch Program (NSLP)

School Breakfast Program (SBP)

Southeast Region

This Policy rescinds 210.21-08 “Buy American Requirement”

Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Regulations implementing these requirements were published on September 20, 1999. Nevertheless, the domestic food industry continues to express concerns that program funds are being used to purchase foreign agricultural products. In response to this concern, report language accompanying the Agricultural Appropriations Act for Fiscal Year 2002 requires the Department to report to Congress on its activities directed toward enforcing the buy American provision. Therefore, we are writing this memo to reiterate the requirement of the “Buy American” provision of the law.

Given the importance that Congress attaches to the “Buy American” provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just to Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

CHARLIE SIMMONS

Regional Director

Special Nutrition Programs

**Appendix A**

 Pest Control Management-Kentucky Valley Educational Cooperative

The KVEC Pest Control Program goal is to provide pest management services for the district.

The program consists of:

• Pre-notification of appointments for staff and consistent scheduling frequency at the assigned service time

 • Technicians arrive in marked vehicles and in uniform

• At each facility a log book is maintained which includes pest sighting sheets, labels and MSDS sheets. The log book is reviewed at the time of service by the technician who dates and initials every service visit

• Technicians check in with the staff and review log book upon arrival. Technicians document at the time of service any pest activity, suggested improvements in sanitation practices, pest control materials used and services rendered. Verifiable service slips document log in/out times with signatures of staff. Conditions favoring pest infestations are noted as well as any additional comments by the technician.

• When treatment is required, the least toxic products are selected for usage and treatment is limited to specific areas of pest activity

• A cumulative record of all monthly services is mailed to the Director of Facilities

• When appropriate, pest control company provides additional communication by phone/fax/mail to expedite additional authorizations, recommendations or corrective measures With the cooperation of staff, the Pest Management Plan has allowed the KVEC member districts to maintain daily operations with confidence that pest activity will be handled in an expedient manner with the safety of students and staff as a major focus.

**SECTION V**

Return ALL attachments in this section

**ATTACHMENT A** VENDOR RESPONSE FORM

**ATTACHMENT B** CERTIFICATE OF DEBARMENT

**ATTACHMENT C** AFFIDAVIT OF NON-CONCLUSION

**ATTACHMENT D** STATEMENT OF SUBMISSION

All attachments in this section must be returned

Only return attachments in this section and HACCP documentation

Do NOT return any other sections or attachments

**Current KVEC member districts are:**

Breathitt County, Floyd County, Harlan County, Johnson County, Knott County, Lee County, Leslie County, Letcher County, Magoffin County, Owsley County, Perry County, Pike County, Wolfe County, Hazard Independent, Jackson Independent, Jenkins Independent, Lawrence, Martin, Middlesboro Independent, Paintsville Independent, Pikeville Independent.

**Please strike out any district you can NOT service, however, special consideration will be given to any company who can service all districts.**

**Pest Control Response Form**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| District | Monthly Fee (Building, No Kitchen) | Monthly Fee(Kitchen Only) | Bi-Annual Outside Treatment | Total |
| Ashland Independent |  |  |  |  |
| Breathitt County |  |  |  |  |
| Floyd County |  |  |  |  |
| Harlan County |  |  |  |  |
| Hazard Independent |  |  |  |  |
| Jackson Independent |  |  |  |  |
| Jenkins Independent |  |  |  |  |
| Johnson County |  |  |  |  |
| Knott County |  |  |  |  |
| Lawrence County |  |  |  |  |
| LeeCounty |  |  |  |  |
| Leslie County |  |  |  |  |
| Letcher County |  |  |  |  |
| MagoffinCounty |  |  |  |  |
| MartinCounty |  |  |  |  |
| Middlesboro Independent |  |  |  |  |
| Owsley County |  |  |  |  |
| Paintsville Independent |  |  |  |  |
| PerryCounty |  |  |  |  |
| Pike County |  |  |  |  |
| Pikeville Independent |  |  |  |  |
| WolfeCounty |  |  |  |  |

**REFERENCES AND EXPERIENCE**

 How many years has your firm been in business? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years

**List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.**

School District/Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Description of services performed and completion date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School District/Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of services performed and completion date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School District/Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Description of services performed and completion date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**U.S. DEPARTMENT OF AGRICULTURE**

**Certification regarding Debarment, Suspension, Ineligibility and Voluntary exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this document, 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.
2. Where the prospective lower tier participant in unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Company Name Bid Reference Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name and Title of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**NON-COLLUSION STATEMENT**

 I state that I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

 I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.
5. My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 {Signature}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 {Title}

**STATEMENT OF SUBMISSION**

We have read all the conditions and requirements of the bid invitation. In compliance with all general and specific terms and conditions of the bid invitation, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the KVEC Board and participating Boards of Education of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the bid offer accepted.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bidding Firm Contact Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address Contact E-mail

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip Phone #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed name of Authorized Signatory Signature

 \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

 Date

**Acceptance of Bid as Contract**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that if my bid is accepted and approved, this document represents a contract to accept the bid as submitted. I understand that upon approval by the KVEC board of directors, a copy of this signed contract will be returned to me along with an award letter.

*By signing this contract, the firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agrees to use only 100% domestically grown and processed products in accordance with the Buy American Provision in accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act; Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed name of Authorized Signatory Signature

 \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

 Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Dr. Jeff Hawkins Date

KVEC Executive Director