

Equipment RFP
Bourbon County Preschool
Equipment Request for Proposal
Reference Number (SFSFY 2019-1)

INSTRUCTIONS FOR SUBMITTAL:

These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. The Bourbon County Board of Education may, at its discretion, accept or reject any or all deviations or exceptions proposed. Proposals must be received at the Bourbon Board of Education at 3343 Lexington Road Paris, KY 40361 no later than January 30, 2019, at 10:00 am (EDT).

PERIOD OF CONTRACT:

Award date through June 30, 2019

REVIEW PROCEDURE:

After the bid process is completed, all School Nutrition Department bid documents for goods and services are initially reviewed by the Finance Department. Final review is made by the appropriate School Nutrition Authority.

AWARDING OF CONTRACT(S):

Contract(s) will be awarded to the highest evaluated responsible bidder(s), meeting all specifications, all conditions, and all other provisions of this request for proposal.

Past vendor performance may be considered in the award of this contract. Vendors with a record of poor performance on a Bourbon County Schools (BCS) contract in the last 12 months may be found non-responsible or ineligible for award.

ITEMS:

The following items are included in this bid:

- Item 1 – Rethermalizer oven/warmer (2)
- Item 2 - Induction Range, Countertop
- Item 3 – Reach- in refrigerator
- Item 4 – Three compartment Sink
- Item 5 –Work Tables (2)
- Item 6 – Hand Sink
- Item 7 – Bun/sheet pan rack
- Item 8 – Combination outdoor walk in cooler/freezer

MISC. REQUIREMENTS:

Please see attached located in Appendix A

CONTRACT PROVISIONS (Maintenance of Records):

Successful bidders must maintain records for a minimum of three years after the final payment on the contract.

NOTE: Failure to follow instructions in these Special Conditions may result in bid item(s) or bid being disqualified.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION:

In accordance with Federal Regulation 55.209-5, the Vendor shall certify, by submitting the Solicitation, that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment or similar positions).

DELIVERY INFORMATION:

The items listed herein will be delivered F.O.B. Destination to:

- Item 1 - Rethermalizer oven/warmer (2)
- Item 2 - Induction Range, Countertop
- Item 3 - Reach-in refrigerator
- Item 4 - Three compartment Sink
- Item 5 - Work Tables (2)
- Item 6 - Hand Sink
- Item 7 - Bun/sheet pan rack
- Item 8 - Combination out door walk in cooler/freezer

Bourbon County Preschool
369 Bethlehem Road
Paris, KY 40361

Awarded vendor shall contact School Nutrition Director, Andrea Kiser, seven (7) days prior to delivery @ 859-987-2180 Ext. 1124 or 859-707-7378.

Awarded vendor(s) may not add fuel surcharges or other miscellaneous charges to bid prices. Any and all delivery charges MUST be included in your bid price.

PAYMENT OF INVOICES:

The awarded vendor will send invoices for all items purchased as a result of this bid directly to the School Nutrition Department of Bourbon County Schools for processing. Checks will be mailed directly to the supplier.

SUBMITTALS:

Submittals are required as part of the bid. Submittals (referencing RFP name (Equipment RFP) and Reference number (SFSFY 2019-1)) are to be sealed and mailed or delivered, PRIOR to January 30, 2019 at 10:00 am (EDT), directly to the Bourbon County Board of Education, 33343 Lexington Rd. Paris, KY 40361. Failure to furnish submittals may subject your bid to rejection.

Standard Terms and Conditions

Bourbon County Schools recommends all bidders review and/or print the terms and conditions of this bid. Special conditions listed within the bid terms and conditions are specific to each request for proposal. Please contact Bourbon County Schools, Andrea Kiser, 859-987-2180 or andrea.kiser@bourbon.kyschools.us if you need assistance.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge (a) he, or any member of his immediate family has a financial interest therein; or (b) a business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or (c) any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

Note: this prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

"Statement pursuant to KRS 45a.990"

Any employee or any official of the Board of Education of Bourbon County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Bourbon County, Kentucky, shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine in an amount not less than one thousand dollars (\$1,000) and not greater than ten thousand dollars (\$10,000) or double the gain from commission of the offense, whichever is the greater, or by imprisonment for not less than five (5) years nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Every person offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Bourbon County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine in an amount not less than one thousand dollars (\$1,000) and not greater than ten thousand dollars (\$10,000) or double the gain from commission of the offense, whichever is the greater, or by imprisonment for not less than five (5) years nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury, or by a fine in an amount not to exceed twenty thousand dollars (\$20,000) if the offense is committed by a firm or corporation.

General bid instructions and conditions (please read carefully)

For any clarification relative to this bid, contact, Andrea Kiser, 859-987-2180 or andrea.kiser@bourbon.kyschools.us telephone 859-987-2180 Ext 1124.

Bourbon County Schools invites vendors to submit sealed bids for the procurement of goods and services to Bourbon Board of Education at 3343 Lexington Road Paris, KY 40361.

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. TELEGRAPHIC OR FACSIMILE BIDS

Telegraphic or facsimile bids are prohibited; any and all sealed bids will be received at the Bourbon Board of Education at 3343 Lexington Road Paris, KY 40361.

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the School Nutrition Department after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all information required.

The Board of Education reserves the right to waive compliance of any materials or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

Product bid must meet or exceed all specifications as of the time and date of bid closing.

D. AWARDING OF CONTRACT

Please refer to the Special Conditions under Bid Terms and Conditions.

E. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this request for proposal and the Model Procurement Regulations, the Regulations shall control.

F. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

G. EXCUSE FOR NON-PERFORMANCE

Demand for Assurances:

In the event Bourbon County Schools has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification:

Bourbon County Schools will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the school district's satisfaction within ten (10) calendar days, Bourbon County Schools may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

Attorney's Fees:

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, or in the event Bourbon County Schools prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

Compensable Damages for Breach:

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with Bourbon County Schools.

- Replacement costs.
- Cost of repeating the competitive bidding procedure expenses.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by Bourbon County Schools for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

H. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor for the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

I. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as the Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

J. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the School Nutrition Department of the Board of Education.

K. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given on the Bid Sheet. If the bidder fails to indicate brand or trade name, where requested, the item bid may be disqualified.

L. 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 parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; 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) The Seller shall in all solicitation 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, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

M. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the School Nutrition Department may prescribe. All costs for delivery including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices. Awarded contractor(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges MUST be included in your bid price.

All items are to be shipped inside delivery for school locations.

N. BIDS

(1) Businesses that fail to submit bids on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

(2) Information for each bid will be made available. Bidders are requested not to call the School Nutrition Department for a tabulation of the bids.

(3) Bids will not be electronically accepted.

(4) Each bid must be submitted to the Bourbon County Board of Education.

(5) No bid can be corrected or altered or signed after bid closing. The Board of Education will not be responsible for errors or omissions on the part of bidders in making up their bids.

(6) All regular bids must be submitted in accordance with specifications within this invitation. The submission of a bid certifies that the products/services meet any and all specifications.

O. PRICES AND/OR PERCENTAGES OF DISCOUNT

(1) All prices and/or percentages of discounts quoted by the various bidders must be firm for the time period indicated under "Period of Contract".

(2) Quote on each item separately. Prices must be stated in units specified herein.

(3) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.

(4) Discount terms will be considered in determining the low bidder.

(5) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the School Nutrition Department.

(6) If quoting fractional pricing, it must be rounded to the fourth digit.

P. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

Q. OR EQUAL CLAUSE

(1) Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied .

(2) The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of the request for proposal, if; (1) the bidder actually submits a sample which conforms to all material requirements of this request for proposal; or (2) the bidder certifies to the Board that the bidder can actually supply products which conform to all material requirements of this request for proposal.

S. SUBMITTALS

Submittals may be required as part of the bid. Follow directions as listed on the Special Conditions and/or Terms and Conditions. Submittals (referencing RFP name (Equipment RFP) and Reference Number (SFSFY 2019-1) are to be sealed and mailed or delivered, PRIOR to January 30, 2019 at 10:00 am (EDT), directly to the attention of: Bourbon County School Nutrition Department, Bourbon Board of Education at 3343 Lexington Road Paris, KY 40361.

T. TERMINATION

Termination for Convenience

Bourbon County Schools reserve the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The School district, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

Termination for Non-performance

Default

Bourbon County Schools may terminate the resulting contract for non-performance, as determined by the School district, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the school district is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor,

the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

U. EXCLUSIVITY

The school district agrees to use the designated contract supplier(s) as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency.

V. ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, must include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

W. PENALTY

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

A successful bidder must have proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed 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 this request for proposal may be a cause for rejection of a bid. Bidders are requested to submit all bids on the School District's Bid Sheet. Bids submitted on company forms may be rejected.

X. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with Federal Acquisition Regulation 52.209-5, the vendor shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

Y. BUY AMERICAN

1. When purchasing food products with Federal funds, whenever possible, the Second Party shall purchase only food products that are produced in the United States (U. S.). Food Products produced in the U. S. means:
 - a. An unmanufactured food product produced in the U.S.; or
 - b. A food product that is manufactured in the U. S.
2. The purchase requirements described in paragraph (1) of this section shall not apply in instances when the Second Party determines:
 - a. The Second Party has unusual or ethnic food preferences which can only be met through purchases of products not produced in the U. S.
 - b. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;

- c. Competitive bids reveal the cost of U. S. produced food products is significantly higher than foreign products;
or
d. The Second Party is located in Alaska, Hawaii, Guam, American Samoa, Puerto Rico, and the Virgin Islands, or the Commonwealth of the Northern Mariana Islands.

Z. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat.871).

AA. In addition to other provisions required by Federal agencies or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) 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 sub recipient 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.

(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.

(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 sub recipient 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 sub recipient 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.

(G) 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 sub grants 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).

(H) 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 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." 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.

(I) 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.

REQUIRED VENDOR INFORMATION

Reference Number SFSFY 2019-1

It is important that you respond to the following information in your bid, complete this form and submit (mail) to the School Nutrition Department before January 30, 2019 at 10:00 am (EDT).

Bourbon County Board of Education
Attn: School Nutrition Department
3343 Lexington Road.
Paris, KY 40361

Phone: 858-987-2180

1. The Bourbon County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Nondiscrimination on any and all contracts awarded by the Board of Education. We need to know if your company is a minority owned business.

(a) Is your company complying with Federal regulation relating to Non-Discrimination? Yes/No

(b) Is your company a minority owned business? Yes/No

2. Provide your company's complete ORDERING ADDRESS information including name, street and/or P.O. Box, city, state, zip code and phone number.

3. Please state the number of days that guaranteed delivery can be made from receipt of Purchase Order.

NOTES:

Failure to provide all required information may subject your bid to rejection.

No alternate bids will be accepted. Only one bid item will be accepted on this proposal.

Vendor is instructed to list Brand and Code No. and all requested information on item(s) you are bidding. DO NOT LIST "AS SPECIFIED". If these instructions are not followed, your bid will be subject to rejection. Vendor must list manufacturer item code no., vendor item code no. is optional.

Certifications and Assurances

Reference Number SFSFY 2019-1

The United States Department of Agriculture (USDA) requires vendor(s) awarded contract(s) on National School Lunch Program (NSLP), National School Breakfast Program (NSBP) or associated Nutrition Services contract to certify and assure that they will comply with all of the applicable requirements of items 1-13 as listed below. Vendor(s) also agree these items may be amended from time to time, including adding appropriate provisions to all contracts between BCPS and for-profit Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Discount Terms (if applicable): _____

We propose to furnish equipment and labor to complete the above specifications, for the sum of:

\$ _____ **(total cost)**

_____ I have received a copy of the Certifications and Assurances as required by USDA.

_____ Attach references from at least two (2) school districts.

Authorized Signature: _____ **Printed Name:** _____

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

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

1. No Federal appropriated-funds have 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 congress, or an employee of a member of congress in connections with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loan and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Evaluation Scoring Sheet

Factor	Maximum Rating	Supplier		
		1.	2.	3.
Overall Price	60			
Service Agreement (no cost)	20			
References	20			
TOTAL SCORE	100			

Required Documents to be returned:

Required Vendor Information

Bid Sheet (SFSFY 2019-1) (with references from at least 2 school districts))

Certification Regarding Lobbying

Bourbon County Preschool– Food Service Equipment

SECTION 11400 – FOOD SERVICE EQUIPMENT

1. SCOPE

General provisions of Contract, General and Supplemental Conditions, and General Requirements apply to this section. And, this section shall be governed by alternates insofar as they affect this work. This includes, but is not limited to jobsite measurements, trade coordination and supplying equipment as specified.

2. DESCRIPTION

- A. Related work specified elsewhere:
 - 1. Instructions to bidders, general and supplementary conditions.
 - 2. Drawings and project data.
 - 3. Mechanical work and Electrical work.
- B. Food Equipment Contractor, or the abbreviation FEC, or the term bidder, means the person, company or corporation that will contract for the work specified in this section.
- C. Food Equipment Contractor's Work includes:
 - 1. All labor, materials and equipment necessary for complete installation and demo of the food service and related equipment as indicated in these documents.
 - 2. Delivery, unloading, storing, assembly and setting in place of the specified equipment, including final connections.
 - 3. Delivery of all loose fittings and coordination of same, (such as faucets, valves, etc.)
 - 4. Reasonable protection of all equipment from damage until owner acceptance.
 - 5. Inspection to see that all rough-ins and connections to all mechanical, electrical, ventilation, and refrigeration equipment are made according to the intent of these specifications. If FEC drawings and other submittals are in conflict with the engineering and architectural documents, work should not proceed until clarified.

3. QUALITY ASSURANCE

- A. Qualifications: Bidder shall have engineering personnel and facilities to design, detail and fabricate quality food facilities equipment of type and size used on this project.
- B. Requirements of Regulatory Agencies:
 - 1. Comply with and bear seal of National Sanitation Foundation, Underwriter's Laboratories, and/or National Board of Fire Underwriters
 - 2. O.S.H.A.
 - 3. International Mechanical Code 2000 and other Uniform Plumbing and Mechanical Codes, State of Kentucky

4. SUBMITTALS

- A. General Procedures:
 - 1. Shop and Rough-in Drawings for approval, four (4) sets of prints; 8 copies for distribution after approval OR number as directed by the General Contractor.
 - 2. Maintenance manuals: Three (3) bound sets.
- B. Shop Drawings for custom fabricated equipment are to consist of a plane view, elevation, and section view of each item of equipment. Drawings shall be at a minimum scale of $\frac{3}{4}'' = 1'-0''$.
- C. Rough-in Drawings are to consist of the following sheet respectively. Floor plan showing equipment and item number, drawn at $\frac{1}{4}'' = 1'-0''$ scale. All wall line dimensions are to be taken

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from site to insure exact wall line dimensions. Should discrepancies occur, note these when submitted.

- D. Equipment Brochures are to contain all information as listed below and assembled with the Item specification sheet [manufacturer's cut sheet] with all accessory items and mechanical requirements underlined or highlighted.
- E. Maintenance Manuals and Instructions for maintenance of food equipment, including (A) Care of finished surfaces, (B) Material Safety Data sheets and (C) Period of warranty and list of service agencies responsible for each item of equipment, including fabricated equipment.

6. SUBSTITUTIONS

- A. Equipment items specified have been chosen for size, specific mechanical, and physical and maintenance advantages. There will be NO substitutions

7. WARRANTY

- A. FEC shall warranty all equipment furnished under this contract against defects in material and workmanship for a minimum period of one (1) year. All buy-out equipment shall have a factory warranty covering one year parts and labor. Warranty shall go into effect on date of substantial completion or date put into use by Owner, whichever is sooner.
- B. Sealed refrigeration units shall be warranted for five (5) years.
- C. Owner is not responsible for and expenses involved in servicing of any item furnished under this contract unless it can be shown that said items were misused by Owner or that service call was necessary.
- D. The owner will ask only the FEC for any warranty service or repair and shall not be expected to direct any calls to any other agency for the FEC. Owner calls to other sources may void factory warranties and such costs may be borne by the owner.
- E. Owner shall have continued use of defective equipment until replacement is delivered.

8. PRODUCTS

A. Materials

1. Sheet Metal (all U.S. Standard Gauges):
 - a. Stainless Steel, 1. Type 302/304 (Type 430 not acceptable) Minimum finish, #3 or 100 grit.
 - b. Galvanized Steel, tight coat galvanized copper nearing steel.
2. Sound Deadening: 1/8" thick mastic painted with aluminum paint under all tops. Mastic equal to 3M – E.C. Coating #1000.
3. Sealant: Silicone type, standard clear.
(Dow Corning 781 or General Electric approved for use in foodservice)
4. In general, where fabrication disturbs the original finish, material shall be polished to match original finish and all corners formed or welded on minimum 1/2" radius.
5. Welding- All welds shall be nonporous and free from any imperfections, homogeneous with material itself. Welds shall be radius type ground smooth, integral and polished.
6. Legs, Cross rails, Gussets and Feet on open base tables and sinks, material as specified, 1-5/8" O.D. tubing 16 gauge minimum including cross braces.
7. Table/Counter Tops.
 - a. All tops shall be of 14 gauge stainless steel one (1) piece construction with all seams and corners welded.
 - b. All intersections of three (3) or more planes coved.

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- c. Reinforced with 4" x 1" inverted 14 gauge galvanized steel channels with 1" flanges, stud welded to underside of tops.
 - 1. Two channels running lengthwise under tops up to 30" wide, and one (1) channel running front to rear at legs and/or not more than 6'-0" on center.
- d. Tops and backsplashes free of screws, rivets and/or bolts.
- e. All open corners of edges welded in bull-nose roll.

9. EXECUTION

A. Inspection

- 1. Inspect all submittals to see that they do not conflict with documents published by Consultant/Architect/Owner.
- 2. The FEC is responsible for verifying all dimensions, quantities, construction details, finished, sizes, etc.
- 3. Field check locations and sizes of all rough-ins prior to installation of finished floors, walls and ceilings to verify that said rough-ins are in correct position and where shown on FEC's drawings.

B. FEC is responsible for any sub-contracting and specifications for other contractors to make final electrical, water, waste and ventilating connections, unless otherwise specified.

- 1. The duties of the FEC in relation to other trades: The FEC shall coordinate all information relating to FEC's equipment required by other trades.
- 2. All equipment resting against walls, floors, ceilings, masonry bases and/or other equipment shall be sealed with silicone sealer, as specified.
- 3. The FEC is responsible during the progress of the project for protection of his equipment against fire, theft, damage, etc., until date of final acceptance by Owner/Operator.

C. Testing, Demonstration, Instruction

- 1. After utility connections have been made to all equipment, FEC shall conduct final tests of equipment in the presence of the Consultant/Owner and/or their duly authorized representatives to insure that all equipment will be ready for Owner operation when required.
- 2. The FEC shall thoroughly instruct Owner and/or Owner's duly authorized representative in the operation of all equipment, item by item, including fabricated equipment.
 - a. Instruction shall include the care and cleaning of all equipment and a complete demonstration of operation.
 - b. The FEC's installation supervisor is required to be at the project during normal working hours the first day of complete Owner operation to assist Owner in complete operation.
- 3. The FEC shall deliver three (3) sets of maintenance manuals as specified to Owner or Owner's duly authorized representative and shall thoroughly instruct owner in the complete contents of said manuals.
- 4. The FEC is required to provide Sub-Contractor to pour concrete pad and electric for Outdoor Walk in Refrigerator/Freezer.

D. Cleaning

- 1. All trash material caused by FEC's installation shall be removed by the FEC from the project site daily,
- 2. Before final inspection and Owner operation of facility, the FEC shall remove all protective coverings from his equipment and thoroughly clean and service all items.

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SPECIFICATION SECTION

Item 1– Rethermalizer Brand: CresCor Model:R0-151-FWUA-18DX

Quicktherm rethermalization/hold oven, 12,000 watts of power, 6 blower fans, non-venting, Aquatemp with 4 gallon water reservoir featuring automatic water fill and low water indicator, reach-in style, full size, single cavity, 18 sets of universal angles to be adjustable on 1-1/2” centers, fully insulated, interior coved corners for easy cleaning, deluxe LED oven controls (18 programmable menu options, food probe cooking with 6” probe), field reversible Dutch doors, anti-microbial latches, integral drip trough, heavy duty 5” casters. 12,000KW, 208v/50a/3ph

Warranty: K-12 Warranty to be 5 years parts and one year labor factory warranty

Quantity: 2

Item 2– Induction Range, Countertop Brand: Cadco Model: BIR-1C

Induction hot plate, countertop, Schott Ceran glass ceramic cooking surface, digital control 160 degrees F to 450 degrees F temperature range, pot recognition, safety light, timer, brushed stainless steel housing. 120V/60/1ph, 1400 watts, 11.7amps, NEMA 5-15P

Warranty: 1 year parts and labor factory warranty

Quantity: 1

Item 3– Reach-in refrigerator Brand: Delfield Model: GBSR1P-S

Reach-in refrigerator, one section, 27.4” wide, 21.0 cubic feet, self-contained top mounted refrigeration featuring expansion valve technology, 1 full height solid door, LED interior lighting, digital temperature display/controls, 3 epoxy coated wire shelves, stainless steel pilasters with shelf clips, vapor lock relief valve, stainless steel front-sides-interior, Green Genius R290 refrigerant, 5” casters, 115v/60/1ph 4.2amps, NEMA 5-15P, Energy Star rated

Warranty: 3 years parts and labor, 5 year compressor, lifetime door handle factory warranty

Quantity: 1

Item 4– Three Compartment Sink Brand: Elkay Model: Custom

Spec line deli sink, 3 compartment, 18” left & right drain boards, 10” deep bowls, 9-3/4” backsplash, 14 ga. stainless steel top-bowl-legs & adjustable feet, includes (3) 3-1/2” basket strainers. Overall dimensions to be 76” x 21-13/16” x 44-3/4”

Accessorize with:

(1) T&S Brass B-0133-01. Easy install pre-rinse unit, mixing faucet, 8” wall mount, add-on 063X swing nozzle, 18” riser, overhead spring, lever handles, 56” flex hose, eterna cartridges, spray valve, 9” wall support, 1/2” male NPT

(3) T&S Brass B-3940 Waste valves, twist handle, 3” sink opening, 2” drain outlet with 1-1/2” adapter

Quantity: 1

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Item 5– Work Table Brand: Elkay Model: Custom

Spec line series work table, 60" x 24", 14/300 series stainless steel, flat top, adjustable stainless steel undershelf, adjustable steel legs with adjustable metal feet, 2 single stainless steel drawers with roller bearings and plastic liner

Quantity: 1

Item 6– Work Table Brand: Elkay Model: Custom

Work table with open base, 30" x 24", 16/300 stainless steel, without backsplash, turned down edges, adjustable 1-1/4" cross bracing, stainless steel legs with adjustable metal feet

Quantity: 1

Item 7–Hand sink Brand: Elkay Model: EHS-14X

Economy hand sink, wall mount, 14" x 16 1/2" x 11", 18 ga. stainless steel top & bowl, 10" x12" front to back 5" deep bowl, 6" high backsplash, includes gooseneck faucet, Z-clip mounting bracket & 1-1/2" basket strainer.

Quantity: 1

Item 8– Bun/Sheet pan rack Brand: New Age Model: 1331

Bun pan rack, mobile, full height, end loading, open sides, accommodates (20) 18x26 sheet pans, slides on 3" centers, all welded aluminum construction, 5" casters, Made in the USA

Warranty: Lifetime factory warranty against rust & corrosion, 5 year construction warranty

Quantity: 1

Item 9– Combination out door walk in cooler/freezer Brand: Harford Model: Custom

Overall Exterior Dimensions: 14' x 12' x 8'-6 1/4"

Cooler Compartment interior dimensions: 6'6" x 11'-4" x 7'-10 5/8"

Wall panels

Shall consist of foamed-in-place urethane insulation, sandwiched between interior and exterior metal "skin" which has been die-formed and gauged for uniformity in size. Edges of panels shall be foamed-in-place tongue and groove with locking facilities foamed-in-place at time of fabrications. All panels to be 4" thickness. All panels to be 26 ga. embossed galvalume on the interior/exterior.

Ceiling Panels

Shall consist of foamed-in-place urethane insulation, sandwiched between interior and exterior metal "skin" which has been die-formed and gauged for uniformity in size. Edges of panels shall be foamed-in-place tongue and groove with locking facilities foamed-in-place at time of fabrications. All panels to be 4" thickness. All panels to be 26 ga. embossed galvalume on the interior/exterior.

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Floor Panels

Shall consist of foamed-in-place urethane insulation, sandwiched between interior and exterior metal "skin" which has been die-formed and gauged for uniformity in size. Edges of panels shall be foamed-in-place tongue and groove with locking facilities foamed-in-place at time of fabrications. All panels to be 4" thickness. Floor shall include ERA delaminating bracket and shall be rated for up to 1,000 lbs per sq. foot. Floor finish shall be a .100-gauge smooth aluminum.

Refrigeration

Model: PC99MOP-3E

208/230/60/3, 1 HP, R404A, Medium Temp Standard PreCharged Air-Cooled Hermetic Condensing Unit, Amps: 6.5, Ambient Temperature: 95 Includes Fan Cycle Controls, Amps: 6.5, Ambient Temperature: 95

Quantity: 1

Model: AM26-117-1EC-PR-4

115/60/1, R404A, Medium Temp, Air Defrost, Standard Unit Cooler, Amps: 1.6

Quantity: 1

Freezer compartment interior dimensions: 6'6" x 11'-4" x 7'-10 5/8"

Wall panels

Shall consist of foamed-in-place urethane insulation, sandwiched between interior and exterior metal "skin" which has been die-formed and gauged for uniformity in size. Edges of panels shall be foamed-in-place tongue and groove with locking facilities foamed-in-place at time of fabrications. All panels to be 4" thickness. All panels to be 26 ga. embossed galvalume on the interior/exterior.

Ceiling Panels

Shall consist of foamed-in-place urethane insulation, sandwiched between interior and exterior metal "skin" which has been die-formed and gauged for uniformity in size. Edges of panels shall be foamed-in-place tongue and groove with locking facilities foamed-in-place at time of fabrications. All panels to be 4" thickness. All panels to be 26 ga. embossed galvalume on the interior/exterior.

Floor Panels

Shall consist of foamed-in-place urethane insulation, sandwiched between interior and exterior metal "skin" which has been die-formed and gauged for uniformity in size. Edges of panels shall be foamed-in-place tongue and groove with locking facilities foamed-in-place at time of fabrications. All panels to be 4" thickness. Floor shall include ERA delaminating bracket and shall be rated for up to 1,000 lbs per sq. foot. Floor finish shall be a .100-gauge smooth aluminum.

Refrigeration

Model: PC199LOP-3E

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208-230/60/3, 2 HP, R404A, Low Temp Standard PreCharged Air Cooled Hermetic Condensing Unit, Amps: 11.6, Ambient Temperature: 95 Includes Fan Cycle Controls, Amps: 11.6, Ambient Temperature: 95

Quantity: 1

Model: EL26-090-2EC-PR-4

208-230/60/1, R404A, Low Temp, Electric Defrost, Standard Unit Cooler, Amps: 9.8

Quantity: 1

Accessories

Each compartment is to be equipped with the following item:

- **Arctic Fox WiFi LDA kit for wireless temperature monitoring**
- **Kason 1803 LED light with nightlight**

Roof cap and sloped membrane for outdoor installation

END OF FOOD SERVICE EQUIPMENT LISTING