



KEDC

904 Rose Road,
Ashland, KY 41102-7104
Phone (606) 928-0205
Fax (606) 928-3785

June 8, 2001 Food Service Catalog Discount Bid Invitation

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Section

1

**Please sign and return all forms in SECTION ONE
in a sealed envelope marked
with the appropriate bid number to:**

**KEDC
Attn: Bid Dept.
Bid # FSC- 2001-08
904 Rose Road
Ashland, KY 41102-7104**

**If you have any questions about the bid itself call
606-928-0205 and ask for Bid Dept.**

**Modifications, additions, or changes to the terms and conditions of this Invitation to Bid
may be a cause for rejection of a bid. Bidders are requested to submit all bids on KEDC
Official Forms. Bids submitted on other than KEDC Forms may be rejected.**

Thank you for your participation.

**If you no longer want to receive bid invitations please notify us and your name will be
removed from the vendor database.**

AUTHENTICATION OF BID AND STATEMENT OF NON-CONFLICT OF INTEREST

I hereby swear or affirm under penalty of false swearing as provided by KRS 432.170:

- ➔ That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation):
- ➔ That the attached bid(s) covering Kentucky Educational Development Corporation Copier Paper Bid Invitation to bid have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor or materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- ➔ That contents of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bid or bids.
- ➔ That the bidder is legally entitled to enter into the contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A).
- ➔ I understand the Kentucky Educational Development Corporation bidding and purchasing is conducted consistent with KRS 45 Chapter A, the Model Procurement Code. Further, I understand that any person who violates any provisions of KRS 45A.045 shall be guilty of a Class D Felony and shall be punished by a fine no less that \$10,000 no more than \$20,000.

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

VENDOR: _____

PHONE: (____) _____

CERTIFICATION OF DISBARMENT AND SUSPENSION

By signature below, I certify on behalf of the company and its key employees that neither the company or its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

Signature: _____

Company: _____

Date: _____

TERMS PAGE

Terms and Conditions requested for this bid are: 1.) Any size order and, 2.) F.O.B. to any delivered location for the price set forth in your proposal unless otherwise noted.

List on Bid Response Form page any and all charges that apply to orders and minimum requirements if applicable. Favorable consideration will be given to vendors that supply product FOB Destination. If the vendor states nothing, KEDC will assume there will be no additional charges or minimum requirements.

VENDOR NAME: _____

DATE: _____

ADDRESS: _____

CITY: _____ **STATE** _____ **ZIP** _____

We are not submitting a bid._____ (Send an Explanation)

Vendors who do not submit any response will be removed from the vendor database.

Inform the KEDC Coordinator of any volume discounts or specials available during Bid period.

BIDDER'S SIGNATURE: _____

OFFICIAL TITLE: _____

PRINTED NAME _____

PHONE NUMBER: (____) _____

FAX: (____) _____



United States Food and
Department of Nutrition
Agriculture Service

Southeast 77 Forsyth Street. S.W.
Region Atlanta. GA 30303

Reply to
Attn. of:
SESN-207

Subject:

NSLP 94-10: Buy American Requirement

To:

All State Child Nutrition Directors
Southeast Region

It has come to the U.S Department of Agriculture's (USDA) attention that school food authorities (SFA) may be using Federal funds to purchase foreign foods, e.g. canned peaches, even though the law, Federal Regulations, and local specifications prohibit this practice. USDA, therefore, wants to reiterate the "Buy American" requirement, which (1) benefits our children by ensuring that high-quality foods are available in school lunch programs, and (2) supports American agriculture.

As you are aware, Section 3 (h) of the Commodity Distribution Reform Act and WIC Amendments of 1987, and Section 250.23 of Federal Food Distribution Program regulations mandate that recipient agencies, including SFA's participating in the National School Lunch Program (NSLP), purchase, whenever possible, only food products that are produced in the U.S. A "food product produced in the U.S." is defined as "an unmanufactured food product produced in the U.S. or a food product that is manufactured in the U.S." In addition to exemptions set forth in the law for specific States and territories, and unusual or ethnic food preferences, the regulations identify two other situations which warrant a waiver to permit purchases of foreign products: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and (2) competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. These circumstances are the only exceptions to Section 3 (h).

It is imperative that each SFA comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its school feeding programs. Subject to the exemptions cited above, such purchases must at least be proportionate with the extent of Federal funding in the SFA's school food service account. Therefore, given reports of foreign products in school feeding programs, we request that you remind the SFA's in your State of the "Buy American" requirement and ask them to (1) check their purchasing specifications to ensure adequate procurement of U.S. food products, (2) remind their vendors and distributors of the "Buy American" requirement, and (3) examine product packaging. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.

Should you or your staff have any questions regarding this matter, please contact Rosie Daugherty or Brian Frasier of the School Programs Section at (404) 730-2631.

NENA P. BRATIANU
Regional Director
Special Nutrition Programs

KEDC MEMBERSHIP LIST

Vendor Name _____

DISTRICT	CITY		DISTRICT	CITY
Ashland Ind.	Ashland	M A R K T H R O U G H D I S T R I C T S T H A T W O U L D N O T B E S E R V I C E D	Ludlow Independent	Ludlow
Augusta Ind.	Augusta		Madison County	Richmond
Barbourville Ind.	Barbourville		Magoffin County	Salyersville
Bath County	Owingsville		Martin County	Inez
Beechwood Ind.	Fort Mitchell		Marion	Lebanon
Bellevue Ind.	Bellevue		Mason County	Maysville
Berea Ind.	Berea		McCreary County	Stearns
Boone County	Florence		Menifee County	Frenchburg
Boyd County	Ashland		Mercer County	Harrodsburg
Bullitt County	Shepherdsville		Middlesboro Ind.	Middlesboro
Butler County	Morgantown		Monticello Ind.	Monticello
Campbell County	Alexandria		Morgan County	West Liberty
Carter County	Grayson		Nelson County	Bardstown
Casey County	Liberty		Paintsville Ind.	Paintsville
Caverna Ind.	Cave City		Pendleton County	Falmouth
Corbin Independent	Corbin		Perry County	Hazard
Dayton Independent	Dayton		Pike County	Pikeville
East Bernstadt Ind.	East Bernstadt		Pikeville Ind.	Pikeville
Edmonson County	Brownsville		Powell County	Stanton
Elliott County	Sandy Hook		Pulaski County	Somerset
Erlanger-Elsmere Ind.	Erlanger		Raceland Ind.	Raceland
Estill County	Irvine		Ramey-Estep Homes	Ashland
Fairview Ind.	Ashland		Robertson County	Mt. Olivet
Fleming County	Flemingsburg		Rockcastle County	Mt. Vernon
Floyd County	Prestonsburg		Rowan County	Morehead
Franklin County	Frankfort		Russell Ind.	Russell
Garrard County	Lancaster		Russellville Ind.	Russellville
Glasgow Ind.	Glasgow		Science Hill Ind.	Science Hill
Greenup County	Greenup		Scott County	Georgetown
Hart County	Munfordville		Silver Grove Ind.	Silver Grove
Jackson County	McKee		Somerset Ind.	Somerset
Jackson Ind.	Jackson		Southgate Ind.	Southgate
Johnson County	Paintsville	Todd County	Elkton	
Kenton County	Erlanger	Walton Verona Ind.	Walton	
Knox County	Barbourville	Wayne County	Monticello	
Lawrence County	Louisa	Whitley County	Williamsburg	
Leslie County	Hyden	Williamsburg Ind.	Williamsburg	
Lewis County	Vanceburg	Wolfe County	Campton	
Lincoln County	Stanford			
Logan County	Russellville			

Section



KEDC Explanation and Mission of Bid

It is the intent of the Kentucky Educational Development Corporation Collective Bid Consortium to eliminate the need for KEDC Bid members to individually bid Food Service Items. Through cooperative bidding and purchasing we intend to generate enhanced competitive pricing without compromising the serviceability to the school districts.

Geographical awards:

This is a Coop Wide Bid and any exceptions must be clearly stated and attached to this bid. Enclosed in Section One is a list of current KEDC Member districts, you **must** indicate which districts you cannot service, if in fact you cannot service ALL Districts.

Multiple Awards:

It is our intent to make multiple awards on this bid to allow non line items to be covered. This decision will be based on the **LOWEST EVALUATED BIDS** (see criteria page). This will be at the discretion of KEDC and the KEDC Bid Committee.

Criteria for Evaluation of Bid

KEDC and the KEDC Bid Committee will use the following criteria when evaluating the Food Service Catalog Discount Bid. Each of the following elements will be weighted accordingly.

- 1. % off Retail35%**
- 2. The vendor's past performance with KEDC.....25%**
- 3. The vendor's ability to service ALL KEDC Districts
within the nine regions15%**
- 4. Delivery Time.....15%**
- 5. Additional options offered by vendor.....10%**

The bidder's ability to meet KEDC's requirements will be an important consideration in the evaluation of this bid. KEDC may inspect the bidder's facilities to ensure that the bidder can provide the necessary services specified under this agreement.

Sufficient inventory must be maintained by the vendor during the agreement period in order to meet the requirements of KEDC Member districts. Compatibility of items presently in use with the KEDC Member districts will be a consideration in the award of this agreement. The Bid Coordinator, or a duly authorized person, will undertake an investigation, as necessary, to determine the ability of the bidder to meet the specifications as outlined in this bid document.

REQUIREMENTS OF CONTRACTORS DOING BUSINESS WITH THE COOPERATIVE

The purpose of this policy is to set forth the expectations of the Kentucky Educational Development Corporation (KEDC) regarding all contractors' obligations to follow federal, state, and local laws and regulations while conducting business with Kentucky Educational Development Corporation.

Any contract between KEDC and a business or individual that calls for supplying KEDC with goods or services shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.

All contractors providing goods or services to KEDC will assure KEDC they are conforming to the provisions of the Civil Rights Act of 1964 as amended. Further, contractors shall comply with the Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60); the Copeland Act 18 U.S.C. 874 as supplemented in the Department of Labor regulation (29 CFR part 3).

Contractors shall comply with all applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. Included in this provision is the compliance of contractors with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926).

In connection with the contractor's performance of work under any contract or bid award offered by KEDC, the contractor(s) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Contracts with KEDC shall include the provision granting KEDC employees the right to access to the contractor's records.

MAXIMUM FREE AND OPEN COMPETITION

It is the clear intention of the Kentucky Educational Development Corporation to foster all procurement transactions in a manner to provide, to the maximum extent practicable, open and free competition. (20 U.S.C. 1221 e—3(a)(1) and 3474, OMB Circular A—110)

KEDC shall make positive efforts toward procuring and utilizing small business and minority owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts with KEDC.

All procurement procedures developed and implemented by KEDC shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All KEDC bids and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used as a means to define the performance of other salient requirements of procurement, and when so used the specific features of the named brand that must be met by bidders/offer's are clearly specified.

KEDC shall use procuring instruments such as fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts, where appropriate and or required by state law and which promotes the best interest of KEDC and its programs and services. KEDC shall not use a "cost-plus-a-percentage-of-cost" method of contracting.

Contracts will be entered into by KEDC with only responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be made by KEDC for such matters as a contractor's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. KEDC may be required by federal grants to seek prior approval by the granting agency for purchases of an aggregate amount of \$5,000 or more in the event of receiving only one bid or proposal.

KEDC shall follow the principles of cost analysis in the review and evaluation of proposals or bids to determine if the bidder meets the requirements of reasonableness, allocatability, and allowability.

KEDC shall, for all purchases that exceed \$10,000, maintain procurement files that include the basis for contractor selection; justification for lack of competition when competitive bids or offers were not obtained; basis for award cost or price; and a system for contract administration so as to insure contractor conformance with the terms, conditions and specifications of the contract, and to ensure adequate and timely follow-up of all purchases.

KEDC shall follow all laws of the Commonwealth of Kentucky requiring bidding of goods or services in excess of \$10,000.

KRS 45A.455 CONFLICT OF INTEREST GRATUITIES AND KICKBACKS USE OF CONFIDENTIAL INFORMATION

- 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 therefore, 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 this 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, investigations, 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 therefore.
- 3) It is 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) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
- 5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual anticipated personal gain, or the actual or anticipated personal gain of any other person.

Each party shall follow the following procedure if the contract is to be terminated:

- Step 1. Issue a warning letter outlining the violations and state the length of time to correct the problem(s).
- Step 2. Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.
- Step 3. Issue letter to cancel contract.

GENERAL INFORMATION

1. Due to our various Members, order sizes will vary. Please inform us of any discounts that your company offers. Volume discounts tied to large size orders will be accepted and are encouraged (refer to Terms Page).
2. The Bid price on all products offered by KEDC must include freight for deliveries of KEDC Member districts. Please indicate any additional charges for orders shipped and the stipulations for such charges (refer to Terms Page).
3. This bid covers any KEDC Bid Member Districts and KEDC, NKEC & SESC Cooperative Offices.

ORDERING / INVOICE / DELIVERY SCHEDULE:

Delivery Time. Delivery is required to all participating districts. The frequency of deliveries will be mutually established between the Contractor and the School District School **Food Service Director**. Many school districts can not accept deliveries during peak lunch periods or late in the evenings when staff is not available.

Delivery Procedures: Drivers and helpers shall deliver merchandise into designated storage areas. Drivers or helpers shall not be required to store merchandise on shelves. Drivers may request the authorized school receiver to verify the accuracy of quantities delivered. Shortages, damages and substitutions shall be noted by the driver to the receiver and noted on the delivery ticket.

Transmittal of Orders: KEDC shall issue purchasing guides to its member schools. Schools will use formal purchase orders in ordering from the contractor. The Contractor may use salespeople for in-person and/or telephone solicitation of orders in accordance to a mutually arrived schedule developed between the school and/or school district and the contractor.

TIME OF COMPLETION:

The vendor must agree to complete delivery of orders within a reasonable time frame (see bid response form). Failure to provide awarded products or services within this time frame will be construed as a default on the bid. Stated product or services may then be awarded to the next lowest evaluated bidder and the vendor's name will be removed from KEDC's list of qualified bid vendors.

A vendor is requested to partial ship items on a purchase order at their expense when the purchased items cannot be shipped in their entirety, in a timely manner, (7 working days).

LATE or BACK ORDER DELIVERIES:

In the event that a vendor and/or manufacturer cannot meet the delivery requirements, it will be the vendor's responsibility to notify KEDC as soon as possible of the delay. The vendor should provide the expected delivery date, reason for the delay and an alternate product if one is available.

KEDC and KEDC Member Districts will not accept freight charges that are assessed on back ordered items. NO EXCEPTIONS

VENDOR CONTACT:

Vendor will designate one individual who will represent them to KEDC members during the agreement period. This contact person will correspond with each ordering district for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed, this information will be distributed to KEDC Bid Member Districts upon award of this bid.

The awarded vendor, upon written request, will furnish the manufacturer's representative's name, address, and phone number to clarify product accuracy.

VOLUME DISCOUNTS:

Volume discounts can be offered as a part of this bid. These discounts can be tied directly to the size of order. If your company can offer any additional discounts based upon size of the order, provide the additional discount schedule on company letterhead. All discounts are taken into consideration through the evaluation process.

RETURN AND CANCELLATIONS:

The delivery schedule for this bid will be established via information provided by KEDC Members. If a product is not received within an agreeably reasonable time frame it must be purchased on the open market, the difference in cost will be charged back to the awarded vendor.

PACKING SLIPS:

All orders are drop-shipped to KEDC Member School's designated receiving location listed on the purchase order. Each packing slip must clearly show the following: the name of the customer, shipping location, items shipped, and items back ordered.

SUBSTITUTIONS:

Deliveries of requested product **MUST** be in manufacturer's original standard packaging. The packaging must contain the manufacturer's trademark on the package. Any partial cases must have the manufacturer's trade mark on each product within the partial case. Unapproved substitutions will be immediately replaced at no expense to KEDC or their Members. Unapproved substitutions will cause the vendor's name to be removed from KEDC's list of qualified bidders. The bidder assumes responsibility for the substitute materials.

PRODUCT PROMOTIONS:

When a manufacturer has a rebate or a trade-in program, please provide the information on company letterhead and submit with your bid. When a promotion is available after the bid process or during the bid contract period, the vendor or manufacturer should contact KEDC's Bid Coordinator and KEDC may assist the manufacturer in promoting the products involved.