

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

904 WEST ROSE ROAD

ASHLAND, KY 41102

**Stan Riggs, Executive Director – Terry Hoffman, Bidding Director
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www.kedc.org or www.kedc.coop.k12.ky.us

***** INVITATION TO BID *****

REFERENCE: DAR-2001-08

CLOSING TIME FOR BIDS: 3:00 p.m.

DATE: June 28, 2001

BID OPENING: June 28, 2001 – 3:00 p.m.

BID PERIOD: August 1, 2001 – July 31, 2002

ITEMS: COMMERCIALLY PURCHASED DAIRY FOOD SERVICE

First Day of Delivery on New Bid: August 1, 2001

Last Day of Delivery on New Bid: Section I, II, IV July 31, 2002

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the bid and have signed statements of Authentication, Non-Collusion, and Non-Conflict of Interest. We have submitted prices and agree to make delivery free of additional charges. This offer is open for consideration by KEDC and participating School Districts for ____ Days (Minimum of 30 Days) after the date and time of the bid opening. We offer a TIME DISCOUNT for prompt payment of bills of _____ Percentage for payment within ____ Days.

In submitting this bid, it is expressly agreed that upon proper acceptance by the Kentucky Educational Development Corporation and participating school districts of any or all items bid, a contract shall thereby be created with respect to the items accepted.

FIRM: _____ PHONE: (____) _____

AUTHORIZING SIGNATURE: _____

PRINT NAME: _____ DATE: _____

CONTACT PERSON _____

MAILING ADDRESS: _____

Kentucky Educational Development Corporation
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CRITERIA FOR EVALUATION OF BID

Each of the following elements will be weighted accordingly.

1. Product Cost.....30%
2. Delivery schedule.....30%
3. Past Performance.....15%
4. Past Product Quality.....15%
5. Region Serviceability.....10%

KEDC DAIRY BID

Explanation and Mission of Bid

It is the intent of the Kentucky Educational Development Corporation Bidding Consortium to eliminate the need for KEDC Bidding members too individually bid School Dairy. Through cooperative bidding we intend to generate enhanced competitive pricing without compromising the serviceability to the school districts.

Geographical awards:

This is a Consortium Wide Bid any exceptions must be clearly stated and attached to this bid.

This is a Consortium Wide Bid with the option of responding by (regions enclosed). If you can NOT service a particular district in a Region you must state which district(s) on the bid form or attached form. Otherwise you will be obligated to all bid requirements to all districts listed in regions bidding on. Any exclusion of a district in a region will be viewed unfavorably and will affect your chances of an award.

Multiple Awards:

It is our intent make only one vendor award per section or region. This decision will be based on the Overall BEST BID, NOT just lowest price. *However in our efforts to ensure the best bid for each individual district it may be necessary in some case to make multiple vendor awards per section or region. This will be at the discretion of KEDC and the KEDC Bidding Committee.*

Participation:

Any and all KEDC Bidding Districts (attached) may purchase from price contracts established from this bid. Districts are not obligated to purchase from KEDC contracts, but are strongly encouraged.

AUTHENTICATION OF BID AND STATEMENT OF NON-CONFLICT OF INTEREST

I hereby swear of 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 or bids covering Kentucky Educational Development Corporation School Dairy 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: _____

FIRM: _____ 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: _____

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/offers 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.



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

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.

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.

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.

TERMS AND CONDITIONS

KEDC reserves the right to pre-qualify a potential contractor, especially any firms which has not previously participated in the KEDC participating school districts bid program. Criteria for qualification shall include:

Product Line - - The potential contractor shall provide proof that all items listed in Section IV are in stock or can be quickly obtained.

Physical Facilities: KEDC staff may inspect the potential contractor's warehouse and trucks. The warehouse and trucks shall be a) clean, b) be free of insects and rodents, and c), be adequate for storing and delivery of products (dry, chilled, or frozen) that the potential contractor proposes to supply.

Financial Capacity: The potential contractor shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.

Service Level: If KEDC does not have adequate historical data to determine the contractor's ability to comply with the service level requirement outlined in this bid invitation, then three letters of reference from previous school district customers shall be provided.

Accounting Practices: A potential contractor must clearly demonstrate to KEDC the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data.

Pre and Post Proposal Conferences: KEDC reserves the right to call a Pre-Proposal Conference in which all prospective bidders shall be invited to attend. The purpose of the meeting is to identify any problems with the preliminary bid document. KEDC may also call a Post-Proposal Conference to review the preliminary results with the bidders and to arrange for delivery date schedules for the member school districts.

Review and Award: After the public opening of proposals received from the Bid Invitation, KEDC staff and school officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only.

The low proposal will be checked for accuracy of mathematical extensions and additions. All proposals shall/may be subject to verifications. If the errors on math and brands are within tolerance described in this section, the bottom line will be adjusted and, if the proposal is still the lowest, the proposal disclosure procedure will continue.

Mathematical Accuracy of Proposals Offered – Ninety percent (90%) of the math calculations shall be correct. Any error in line item conversion, addition, or multiplication that results in an incorrect extension will be counted as one error. Any error in addition to arrive at the bottom line will be counted as an error if it changes the bottom line total by one percent or more (1.0 %).

Brand Indication and Specifications Sheets: Offering a proposal on a brand that was not pre-approved shall be cause for rejection of the proposal. Failure to write-in the brand name on the Bid Calculation Form shall be cause for rejection of the proposal. All proposals must be accompanied with specification sheets for all new meat items and those items, which claim to meet a minimum nutritional requirement as stipulated by the USDA.

Decimals: Any mathematical calculation that involves decimals shall be treated as follows: All decimals shall be carried only two (2) places except for portion prices which shall be carried to a maximum of four (4) spaces.

Service Level: The contractor shall fill all original orders at a monthly average of 97% or above on the scheduled delivery day. The remaining 3% shall be delivered on the next regularly scheduled delivery day. In the event the school declares an emergency need for an item not delivered on the originally scheduled date, the contractor shall make delivery within 96 hours.

Usage Reports: Usage reports shall be issued to KEDC monthly during the period of the bid. The reports shall indicate the total orders delivered by individual bid item per district. Failure to provide usage reports may be cause to remove the contractor from future bid participation. Since the usage report data is both useful to KEDC and the contractor, it is of benefit of both parties to share this information.

Delivery Time. Delivery is required to all participating districts. The frequency of delivery may be established at the Post-Conference, if held, or shall be mutually established between the Contractor and the School District School Food Service Director.

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.

Item Substitution and Out-of-Stocks: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered. Where at all possible, the contractor shall notify the school of an out-of-stock problem prior to the scheduled delivery date.

If the contractor continues to be unable to secure the bid item, the school at its sole discretion may purchase a product of equal or greater quality from another source. The contractor shall be responsible and liable for the difference in cost between the amount paid for the substituted product and the amount that would have been paid the contractor. The contractor's argument that an item could have been purchased at a lower price shall not have merit.

Delivery of Non-Approved Brands: Delivering brands that are not approved for a specific item may be used by the school as a reason for rejection of the product, and by KEDC for termination of the contract.

Payments: Each school district and/or school shall be responsible for making payment to the contractor. Normally, school districts pay bills only after approval from the Board of Education that meets monthly.

Warning and Termination of Contract: KEDC or participating school districts may terminate the contract if the contractor fails to perform at the service level specified in the bid document. Contracts may be terminated at any time, on 30 days notice upon the mutual agreement of both parties or upon the discretion of KEDC, in a shorter period of time, if the terms of the contract are violated in any way. The contractor may terminate the contract if the school districts fail to meet mutually agreeable and specified payment terms.

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.

In the event the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of the contract impossible, KEDC or the school districts shall not hold the contractor liable.

Exclusivity. KEDC's participating school districts agree 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.

Access to Records. All contracts, over \$10,000, awarded by KEDC; shall include the right of KEDC, the Kentucky Department of Education, USDA, and the Comptroller General of the United States, or any of their duly authorized representatives, to have unrestricted access to any books, documents, papers, records of the contractor which are directly pertinent to the awarded contract, for the purpose of making audit, examination, excerpts, and transactions.

Standard Contract Conditions:

- A. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- B. Contractors providing services under this bid invitation, herewith assure KEDC they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- C. Contractors shall comply with the Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
- D. Federal excise taxes or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Board of Education. Bids should not include any such taxes. Exemption Certificates will be furnished as required.
- E. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. Concerning the contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, age, religious creed, sex, national origin, or handicap.
- F. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. KEDC and its school districts, its authorized agents and/or state/or federal representatives shall have full access to and the right to examine any or said materials during said period. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.

Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, 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.

- H. By signing this document, the contractor certified that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damages.
- I. Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of KEDC or member school districts, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- J. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, and KRS 42.990.
- K. The provisions of KRS 365.080 and KRS 365.090 that permit the regulation of resale price by contract does not apply to sales to the State.
- L. The bidder is fully knowledgeable of KRS 45a.335-45a.490, Kentucky Model Procurement Code, including the provisions for violation of the Code.

Purchase of Food and Non-Food Items not specifically provided in KEDC Bid.

- A. KEDC schools may exercise their rights to purchase all non-bid items, except produce, from the contractor that has been awarded a group of items, which is most closely associated with the non-bid item.
- B. Purchase of food and non-food items not covered by the bid shall be at the price mutually agreeable between the contractor and the school and shall include delivery of the product as part of the agreed upon price.
- C. This section of the contract shall relieve schools from the need to obtain quotes from other companies for non-bid food and non-food items as long as the items purchased are closely related to the items covered by the bid. The schools shall not use this provision to obtain competitive pricing for non-related items.

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 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 Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on KEDC's official forms. Bids submitted on company forms may be rejected.

Sealed bids are requested on the following list of materials, articles or services for delivery to the Schools of the participating KEDC Bidding Consortium members, subject to the conditions of this invitation.

Vendors should enter their responses on the KEDC Bid Form.

Prices must be stated in units of quantity as specified and extended in total column where applicable for each item and/or lot. All bid prices must include transportation and delivery to the warehouse or building as specified.

Manufacturers catalogue numbers, trade names, etc., where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and shall not be construed to exclude proposals based on furnishing other types of material or service. However, any substitution or departure proposed by bidder must be clearly noted and described, otherwise it will be understood that bidder intends to supply items specifically mentioned in the bid invitation.

Samples requested must be furnished free of expense to the Board of Education, and if not destroyed or consumed in testing or evaluating, or required in connection with the award, will, upon request be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend and save harmless KEDC and the Board of Education 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 either order or contract; and he further agrees to indemnify and save harmless KEDC and the Board of Education from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the contractor, his servants or agents.

The prices quoted shall be the complete delivered price in all cases, as per unit described on the bid form. If the price is for a unit other than the one listed, the bidder shall indicate the unit for which his bid is quoted.

The successful bidder will be expected to have each delivery checked by the appropriate cafeteria personnel and to leave two (2) signed copied of the itemized delivery ticket with her. **NO SUBSTITUTIONS PERMITTED WITHOUT THE APPROVAL OF THE BUSINESS OFFICE.** Bidder is expected to keep a reasonable stock of bid items on hand. All copies of invoices and statements, by school, should be sent to the Business Office.

Bidder should state number of deliveries to be made to schools during a month (where not specified) and day of week deliveries will be made in order for lunchroom managers to properly schedule delivery date requests on their Purchase Orders.

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)

Product Requirements

1. **Item Identification (ID):** The item bids listed herein are not specifications. Product identifications are limited to requirements that can be verified upon delivery. U.S. Grades are generally not specified unless there is an inspection certificate accompanies a grade shield on the container or the product. The use of pre-approved brands makes it unnecessary to use detailed specifications.
2. **Product Protection Guarantees:** School districts have automatic product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
3. **Import Products:** Products that are canned or packed outside of the United States will not be accepted. Please note this rule applies to "Private Label" as well as other labels. Exceptions to this rule are for pineapple, mandarin oranges, olives, tuna, and coffee. 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.
4. **Brands:** The "Approved Brand" space on the item identification indicates:
 - A. When the word, "Packer Label" appears in the approved brands, bidders may bid any label. When the word, "Private Label" appears in the approved brands, bidders may bid brands shown in the Chart of Brands. For canned and frozen fruits and vegetables, the potential contractor shall bid the appropriate label for the grade specified. Where a grade is not specified under Private Label in the bid document, the bidder shall offer a quote based on the 1st Quality label only.
 - B. **Pre-Approved Brands:** Where a manufacturer's name and product number are listed under approved brands, the bidder may only propose those products in the list. In the instance where a pre-approved brand is packed also under a Private Label, the bidder must present documentation from the manufacturer at the time of the opening in order to bid the Private Label version of the product.
 - C. **Unacceptable Brands:** KEDC may specifically designate a brand as unacceptable even if blanket approval is implied. This is done by stating specifically the brand will not be acceptable if bid.

TERMS OF REFERENCE SPECIFIC TO PRODUCT IDENTIFICATIONS

1. IMPS The National Association of Meat Purveyors developed Institutional Meat Purchase Specifications. The packer must be willing to certify to the contractor and/or KEDC that the product meets the IMP specifications. Numbers that have a very specific meaning in identifying the product designates IMPS.
2. Vegetable Protein Products (VPP): VPP is used herein to refer to Textured Vegetable Protein since TVP is a trademark of the Archer Daniels Midland Corporation. The ratio of meat to VPP is referred to as percent meat with VPP rather than percent of VPP. Items with VPP must carry on the main face label the following: "This item contains Vegetable Protein Product(s) which are authorized as an alternative food in the Child Nutrition Programs." If a product has a CN label then the VPP statement is not required.
3. Breeding of Meat and Poultry Products: Identifications as listed for meat and poultry require 25% breeding at time of pack. Federal regulations require that breeding for meat and poultry can not exceed 30% without modifying the name of the product. Contractors are required to furnish dated certificates from packers showing the packer's specifications on range of breeding. If the product has a CN label, certification is not necessary.
4. Fish Inspection and Grading: Fish as identified herein must bear the PUFI Shield or USDC Grade Shield. Raw fresh-water fish that are not normally packed under federal inspection are exempt.
5. Raw or Cooked: Meats, poultry and seafood are deemed to be raw (uncooked) unless the term "cooked" is used. The term "Cooked" implies fully cooked unless a lesser degree of doneness is specified. The term "precooked" implies that additional cooking is necessary before service.
6. IQF: The term, "Individually Quick Frozen" or IQF essentially means that parts can be removed individually from packages. The term "quick" means frozen "at the time" in freezer tunnel, either by blasts, nitrogen or carbon dioxide.
7. CN Label: When a product is CN labeled the packer to conform to the nutritional requirements of the USDA Food & Nutrition Service certifies it.
8. Grades: The grades specified herein for fruits, juices, and vegetables refer to "packer grades" except as specifically indicated otherwise. Packer grades are designated by color codes or brand names as showing the accompanying chart.
9. Standards of Identity: All products must conform to U.S. minimum standard requirements. Three important federal regulations pertaining to canned foods listed below are, along with other federal and state regulations, automatically part of the proposal requirements:

- A. Net Container Quantity: The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of Federal Food, Drug, and Cosmetic Act regarding the individual specifications for standard of fill for the product prescribed in 21 CFR Part 100-169.
- B. Fill of Containers: All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise accord with Section 401 of the Federal Food Drug, and Cosmetics Act.
- C. Drained weights: Drained weights of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug, and Cosmetics Act for drained weights. Except for whole tomatoes, drained weights are not a factor of USDA Grade.

KEDC DAIRY BID FORM

DAIRY

Day(s) of week deliveries will be made _____

Number of deliveries per month _____

Region(s) will service _____

Duplicate this form if necessary.

KEDC DAIRY BID FORM

Dairy & Ice Cream

Day(s) of week deliveries will be made _____

Number of deliveries per month _____

Region(s) will service _____

See attached list of eligible districts and circle the districts that you can service.

Duplicate this form if necessary.

KEDC District Food Service Directors List by Regions

Region # 1

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Augusta Ind.	Phyllis Reed	307 Bracken Street	Augusta	KY	41002-	(606) 756-2545	(606) 756-2149
Fleming Co.	Rita Dials	211 West Water Street	Flemingsburg	KY	41041-	(606) 845-5851	(606) 849-3158
Lewis Co.	Rachel Eddington	P O Box 159	Vanceburg	KY	41179-	(606) 796-2811	(606) 796-3081
Mason Co.	Delores Dugan	P O Box 99	Maysville	KY	41056-	(606) 564-5563	(606) 564-5392
Robertson Co.	Veronica Turner	P O Box 108	Mt. Olivet	KY	41064-	(606) 724-5431	(606) 724-5921

Region # 2

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Ashland Ind.	Jo Williams	1420 Central Avenue	Ashland	KY	41101-	(606) 327-2706	(606) 327-2705
Boyd Co.	Mary Fritz	1104 Bob McCullough Dr.	Ashland	KY	41102-	(606) 928-4141	(606) 928-4771
Carter Co.	Carla Sergent	228 S. Carol Malone Blvd	Grayson	KY	41143-	(606) 474-6696	(606) 474-6125
Elliott Co.	Carolyn Blair	P O Box 767	Sandy Hook	KY	41171-	(606) 738-8002	(606) 738-8050
Fairview Ind.	Gail Caudill	2100 Main Street	Ashland	KY	41102-	(606) 324-3877	(606) 324-2288
Greenup Co.	Scott Burchett	8000 U S 23 North	Greenup	KY	41144-	(606) 473-9819	(606) 473-5710
Lawrence Co.	Kathy Painter	Box 607	Louisa	KY	41230-	(606) 638-9671	(606) 638-0128
Raceland Ind.	Odell Pack	600 Ram Blvd	Raceland	KY	41169-	(606) 836-2144	(606) 833-5807
Russell Ind.	Dennis Chambers	409 Bellefonte Street	Russell	KY	41169-	(606) 836-9679	(606) 836-2865

Region # 3

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Bath Co.	Barbara Rogers	405 West Main Street	Owingsville	KY	40360-	(606) 674-6314	(606) 674-2647
Menifee Co.	Linda Gabbard	P O Box 110	Frenchburg	KY	40322-	(606) 768-8002	(606) 768-8050
Morgan Co.	Sharon Cottle	Box 489	West Liberty	KY	41472-	(606) 743-8002	(606) 743-8050
Powell Co.	Laura Dennis	P O Box 430	Stanton	KY	40380-	(606) 663-3300	(606) 663-3303
Rowan Co.	Carolyn Franzini	121 E. Second Street	Morehead	KY	40351-	(606) 784-8928	(606) 783-1011
Wolfe Co.	Kay Whisman	P O Box 160	Campton	KY	41301-	(606) 668-3155	(606) 668-8050

Region # 4

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Floyd Co.	Brenda Fish	69 N. Arnold Avenue	Prestonsburg	KY	41653-	(606) 886-2354	(606) 886-8862
Johnson Co.	Jeff Reed	253 North Mayo Trail	Paintsville	KY	41240-	(606) 789-2530	(606) 789-2506
Magoffin Co.	Linda Tackett	P O Box 109	Salyersville	KY	41465-	(606) 349-6117	(606) 349-3417
Martin Co.	Dr. Mike Kessinger	P O Box 366	Inez	KY	41224-	(606) 298-3572	(606) 298-4427
Paintsville Ind.	Jan Sheets	305 Second Street	Paintsville	KY	41240-	(606) 789-2654	(606) 789-7412
Pike Co.	Janie Justice	Box 3097	Pikeville	KY	41501-	(606) 432-7700	(606) 432-3321
Pikeville Ind.	Patrica Green	P O Box 2010	Pikeville	KY	41502-	(606) 432-8161	(606) 432-2119

Region # 5

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Barbourville Ind.	Jayne Todd	P O Box 520	Barbourville	KY	40906-	(606) 546-3120	(606) 546-3452
Corbin Independent	Charlotte White	108 East Center Street	Corbin	KY	40701-	(606) 528-1303	(606) 523-1747
East Bernstadt Ind.	Homer Radford, Jr.	P O Box 128	East Bernstadt	KY	40729-	(606) 843-7373	(606) 843-6249
Jackson Ind.	Susan Noble	940 Highland Avenue	Jackson	KY	41339-	(606) 666-4979	(606) 666-4350
Knox Co.	Pat Hensley	200 Daniel Boone Drive	Barbourville	KY	40906-	(606) 546-3157	(606) 546-2819
Leslie Co.	Melissa Reid	P O Box 949, Eagle Lane	Hyden	KY	41749-	(606) 672-2397	(606) 672-4224
Middlesboro Ind.	Joyce Burkhart	P O Box 959	Middlesboro	KY	40965-	(606) 248-9411	(606) 248-9422
Perry Co.	Mildred Ritchie	315 Park Avenue	Hazard	KY	41701-	(606) 439-5814	(606) 439-2512
Pineville Ind	Joy Goodin	401 Virginia Ave	Pineville	KY	40977-	(606) 337-5701	(606) 337-9983
Whitley Co.	Sharon Foley	116 N. Fourth	Williamsburg	KY	40769-	(606) 549-7000	(606) 549-7006
Williamsburg Ind.	Paul Fallin	1000 Main Street	Williamsburg	KY	40769-	(606) 549-6047	(606) 549-6076

Region # 6

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Beechwood Ind.	Janice Hall	50 Beechwood Road	Fort Mitchell	KY	41017-	(859) 331-3250	(859) 331-7528
Bellevue Ind.	Michelle VanLaningham	215 Center Street	Bellevue	KY	41073-	(859) 261-2108	(859) 261-1708
Boone Co.	Susan Gipson	8330 U.S. 42	Florence	KY	41042-	(859) 283-1003	(859) 282-2376
Campbell Co.	Steffen Victor	101 Orchard	Alexandria	KY	41001-	(859) 635-2173	(859) 448-2428
Covington Ind.	Phyllis Martin	25 E. 7th Street	Covington	KY	41011-	(859) 292-5800	(859) 292-5916
Dayton Independent	Patty Lovelace	200 Clay Street	Dayton	KY	41074-	(859) 491-6565	(859) 292-3995
Erlanger-Elsmere Ind.	Ramona Manuel	500 Graves Avenue	Erlanger	KY	41018-	(859) 727-2009	(859) 727-5653
Kenton Co.	Ginger Gray	20 Kenton Lands Road	Erlanger	KY	41018-	(859) 344-8888	(859) 344-1531
Ludlow Ind.	Sandy Keller	525 Elm Street	Ludlow	KY	41016-	(859) 261-8210	(859) 291-6811
Pendleton Co.	Lisa Mitchell	Box 225	Falmouth	KY	41040-	(859) 654-6911	(859) 654-6143
Scott Co.	Eleanor Hall	Box 578	Georgetown	KY	40324-	(502) 863-3663	(502) 863-5367
Silver Grove Ind.	Juanita Baker	Box 400	Silver Grove	KY	41085-	(859) 441-3894	(859) 441-4299
Southgate Ind.	Rhoda Stiles	Blatt and Evergreen	Southgate	KY	41071-	(859) 441-0743	(859) 441-6735
Walton Verona Ind.	Dorris Prince	P O Box 167	Walton	KY	41094-	(859) 485-4181	(859) 485-1810

Region # 7

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Butler Co.	Jane Smith	203 N. Tyler Street	Morgantown	KY	42261-	(270) 526-5624	(270) 526-5625
Caverna Ind.	Prudie Bishop	P O Box 428	Cave City	KY	42127-	(270) 773-2530	(270) 773-2524
Edmonson Co.	Joyce Alexander	P O Box 129	Brownsville	KY	42210-	(270) 597-2101	(270) 597-2103
Glasgow Ind.	Ruth Ann Howell	P O Box 1239	Glasgow	KY	42142-	(270) 651-6757	(270) 651-9791
Hart Co.	Martha Taylor	P O Box 68	Munfordville	KY	42765-	(270) 524-2631	(270) 524-2634
Logan Co.	Jayme Stokes	P O Box 417	Russellville	KY	42276-	(270) 726-2436	(270) 726-8892
Russellville Ind.	Clarence Gamble	355 S. Summer Street	Russellville	KY	42276-	(270) 726-8405	(270) 726-4036
Todd Co.	Helen Davis	804 S. Main	Elkton	KY	42220-	(270) 265-2436	(270) 265-5414

Region # 8

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Berea Ind.	Trudy Lincks	3 Pirate Parkway	Berea	KY	40403-	(859) 986-8446	(859) 986-1839
Casey Co.	Teresa Terry	Route 1 Box 21	Liberty	KY	42539-	(606) 787-6941	(606) 787-5231
Estill Co.	Christopher Randall	Box 930	Irvine	KY	40336-	(606) 723-2181	(606) 723-6029
Garrard Co.	Jim Spurlin	322 West Maple	Lancaster	KY	40444-	(859) 792-3018	(859) 792-4733
Jackson Co.	Diana Miller	P O Box 217	McKee	KY	40447-	(606) 287-7181	(606) 287-8469
Lincoln Co.	Janet Jacobs	P O Box 265	Stanford	KY	40484-	(606) 365-2124	(606) 365-1660
Madison Co.	Paul Baker	P O Box 768	Richmond	KY	40475-	(859) 624-4500	(859) 624-4508
McCreary Co.	Michael Chaney	HC 69 Box 24	Stearns	KY	42647-	(606) 376-2591	(606) 376-5584
Mercer Co.	Sylvia Moore	961 Moberly Road	Harrodsburg	KY	40330-	(859) 734-4364	(859) 734-4852
Monticello Ind.	Rita Turberville	P O Box 729	Monticello	KY	42633-	(606) 348-5311	(606) 348-3664
Pulaski Co.	Linda Mardis, Lucille Hudson	P O Box 1055	Somerset	KY	42502-	(606) 679-1123	(606) 679-1438
Rockcastle Co.	Jeannine Parsons	245 Richmond Street	Mt. Vernon	KY	40456-	(606) 256-2125	(606) 256-2126
Science Hill Ind.	Mary Lois Wesley	6007 N. Highway 27	Science Hill	KY	42553-	(606) 423-3341	(606) 423-3313
Somerset Ind.	Wilson Sears, Supt.	305 N. College Street	Somerset	KY	42501-	(606) 679-4451	(606) 678-0864
Wayne Co.	Karen Gibson	P O Box 437	Monticello	KY	42633-	(606) 348-8484	(606) 348-0734

Region # 9

DISTRICT	FSD	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
Anderson Co.	Wayne King	103 N. Main	Lawrenceburg	KY	40342-	(502) 839-3406	(502) 839-2501
Bullitt Co.	Betty McLean	1050 Highway 44 E.	Shepherdsville	KY	40165-	(502) 543-2271	(502) 543-3608
Franklin Co.	Jannette Otten	916 East Main Street	Frankfort	KY	40601-	(502) 695-6700	(502) 695-6708
Jefferson Co.	Cherly Sturgeon	P O Box 34020	Louisville	KY	40232-	(502) 485-3251	(502) 485-3991
Marion Co.	Judy Gaddie	223 North Spalding	Lebanon	KY	40033-	(270) 692-3721	(270) 692-1899
Nelson Co.	Mickie Clark	1200 Cardinal Street	Bardstown	KY	40004-	(502) 349-7000	(502) 349-7004

SPECIFICATIONS FOR MILK AND ICE CREAM

MILK is required in the Kentucky School Systems Food Service Program to be furnished and delivered in accordance with the following:

There are approximately 175 school days during which milk will be needed. In addition, we will need milk at some schools during the Summer Lunch Program.

All milk is to be pasteurized and homogenized. All milk shall be produced, processed, handled and distributed in accordance with laws and regulations of the Kentucky Department of Health. Any deviation from this standard shall be considered sufficient cause for cancellation of the contract.

Deliveries shall be made into the individual schools and placed in the milk cooler or refrigerator in the respective schools between 6:00 a.m. (or earlier if needed) and 10:00 a.m. as needed and directed by school principal or lunchroom manager.

Daily delivery slips shall be left at each school to be signed by the manager, verifying delivery. Credit memos are to be left at each school for any unused milk picked up by bidder.

The successful bidder must be equipped and able to deliver as may be used in each school of the Kentucky School Systems and must be prepared to deliver additional quantities above the normal use in emergencies and on short notice.

The successful bidder agrees to furnish and maintain, at no additional charge, milk coolers for all schools served.

The Board of Education may terminate the contract entered into by it and the successful bidder for any or all of the following reasons, or any other reason that a court would consider as sufficient for termination of the contract.

That the milk does not meet the standards prescribed above.

That the service rendered as to deliveries, etc., is unsatisfactory.

That the milk does not properly satisfy the students and others who use it, as may be evidenced by an unusual amount of complaints or small sales, or any other valid indications that the milk does not properly satisfy its users.

That the successful bidder fails to carry out the specifications, conditions, and/or convenience and obligations which he has made or owes to the Board of Education

Low-fat sweet milk no more than 2% butterfat, pasteurized and homogenized. Low-Fat Chocolate 1% butterfat pasteurized and homogenized. Milk must meet the standards prescribed by the State Board of Health and the Kentucky School Systems Board of Health, and must otherwise be satisfactory.

ICE CREAM SPECIFICATIONS

Vanilla and flavored must be produced in accordance with Kentucky State Department of Health Regulation SDC-1-3. All flavorings used must produce a product with natural flavor pertaining to its identity. Product must be made with pasteurized and homogenized fresh, sweet milk.

The product must be produced, stored and handled in delivery in such manner that it will constantly remain in solid, usable condition without showing signs of thawing and or having been refrozen. Product must be free of ice crystals and shall not have pulled away from the sides of container.

Prices:

Awards will be based on both Escalator and Firm Prices. District will have the option of purchasing from the Firm or Escalator price. Food Service Directors will sign a form stipulating which price package they will be using for the duration of the bid. A copy of this form will be sent to each awarded vendor and one copy will be kept on file here at the KEDC Offices. Districts will be informed that they will have to stay with this choice (Firm or Escalating) for the duration of the contract.

KEDC MILK AND ICE CREAM BID FORM

	Firm Price	Escalator Price	
		Regulated Price 6-1-2001	Vendor Markup
½ pint lowfat white milk (2% butterfat)			
½ pint lowfat white milk (1% or less)			
½ pint chocolate (1% butterfat)			
½ pint strawberry (2% butterfat or less)			
½ gallon buttermilk			
1 gallon buttermilk			
½ gallon 2% low – fat milk			
1 gallon 2% low – fat milk			
5 lb. cottage cheese (low fat)			
5 lb. sour cream (low fat)			
Individual sour cream			
1 gallon – whole milk			
½ pint – whole milk			
½ pint grade A homogenized white milk – butterfat content 3.24%			
½ pint homogenized skim milk – not less than ½% milk solids			
½ pint fruit juice, calcium fortified, orange, grape and fruit punch flavors			

ICE CREAM

3 oz. ice cream cups – Vanilla	Priced per dozen	
3 oz. ice cream cups – Chocolate	Priced per dozen	
2 ½ oz fudge bars	Priced per dozen	
2 ½ oz chocolate vanilla ice milk bars	Priced per dozen	
½ gallon ice cream mix	Vanilla	
½ gallon ice cream mix	Chocolate	
24 – 4 oz Vanilla Flavorich		
24 – 4 oz Chocolate Flavorich		

Duplicate this form if necessary