

KENTUCKY EDUCATIONAL DEVELOPMENT CORP
GREEN RIVER REGIONAL EDUCATIONAL COOP



NORTHERN KENTUCKY COOPERATIVE
FOR EDUCATIONAL SERVICES
SOUTHEAST/SOUTHCENTRAL EDUCATIONAL
COOPERATIVE

KPC – KENTUCKY PURCHASING COOPERATIVES
KEDC – GRREC – NKCES – SE/SC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD
ASHLAND, KY 41102-7104
Bidding Department (606) 928-0205
www.kedc.org or www.kedc.coop.k12.ky.us or www.kybuy.org

* * * INVITATION TO BID * * *

BID REFERENCE: FOOD-2004-10
BID POSTING DATE: September 22, 2004
BID OPENING DATE: 3:00 p.m., Tuesday, October 12, 2004
CONTRACT START DATE: October 21, 2004

ITEMS: Food Service Line Items --
(commercially purchased foods, meats, & supply items)

The KEDC Board of Directors invites you to submit a sealed bid for commercially purchased foods, meats, & supply items (hereinafter referred to as Food Service) for participating KEDC bidding consortium member school districts and KPC member school districts in accordance with the general conditions and detailed specifications of this bid. Bids must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, not later than the specified bid opening date and time. The public notice for this invitation, the invitation itself, a file containing a Microsoft Excel spreadsheet, and any addendums can be viewed, downloaded, or printed from the Internet at KEDC's Internet site www.kedc.org or www.kybuy.org beginning on the bid posting date shown above until the bid opening date shown above.

TIME AND PLACE OF BID OPENING

Bids will be opened at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104 at the Bid Opening Date specified above. All bids must be received by the date and time designated and none will be considered thereafter. Failure to have bid in prior to the date and time designated for the bid opening will automatically prevent the reading of your bid and such bids will be returned to the bidder. KEDC and the participating boards of education cannot assume the responsibility for any delay as a result of failure of the mails or delivery services to deliver bids on time. (Please note that FED EX does not guarantee delivery time to KEDC because they classify KEDC as being in a rural area.) At the specified time, all bids will be opened and the name of each bidder will be read aloud. Any interested parties may attend. No immediate decision will be rendered concerning the bids submitted.

Faxed submissions will NOT be accepted.

BID TABULATION

Tabulations will be made by KEDC staff and each responding bidder will be mailed a formal tabulation after the Board has taken official action.

CLARIFICATION

For clarification or additional information relative to this Invitation contact the **KEDC Bidding Department** at **bidding@kedc.coop.k12.ky.us** or phone **(606) 928-0205**. **PLEASE DO NOT CONTACT SCHOOL DISTRICTS**. For legal questions relative to this Invitation, contact **Timothy Crawford**, KEDC Board Attorney at **timcrawford@vol.com**.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

These General Conditions and Instructions apply to all bids submitted, except to the extent they may be modified by the bid offered. Any deviations or exceptions are to be explained as a part of the bid offer.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

By my signature on the bid certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

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 costs quoted in the attached bid or bids responding to the Kentucky Educational Development Corporation Food Service Invitation to Bid are correct and 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 of 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 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);

That I understand the Kentucky Educational Development Corporation collective bidding process is conducted consistent with KRS Chapter 45A, the Model Procurement Code and that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with KRS Chapter 45A, the Model Procurement Code.

CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION

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

TERMS AND CONDITIONS

1. **Participating School Districts:** Any School District that is a member of the KEDC Collective Bidding Consortium or the Kentucky Purchasing Cooperative (KPC) may utilize the Food Service Bid, however this does not mean that all member school districts will participate. This statement of intent does not obligate any district to utilize this bid. This is a prime vendor bid for KEDC/KPC participating districts only. Member districts **MUST** participate in this prime vendor bid to be eligible for bid pricing. The following member School Districts are currently participating in the prime vendor bid:

District Name
AUGUSTA
BARBOURVILLE
BARREN
BATH
BEECHWOOD
BELLEVUE
BEREA
BOWLING GREEN
BULLITT
BUTLER COUNTY
CASEY
CAVERNA
CORBIN
DAYTON
EAST BERNSTADT
ELLIOTT
ESTILL
FLEMING
FLOYD

District Name
GARRARD
GREEN COUNTY
GREENUP
JACKSON IND
JOHNSON
KNOX
LEWIS
LINCOLN
LOGAN
LUDLOW IND.
MADISON
MASON
MENIFEE
MERCER
MONTICELLO
MORGAN
NELSON
NEWPORT

District Name
PAINTSVILLE IND.
PENDLETON
PERRY
RACKLAND
ROBERTSON
ROCKCASTLE
ROWAN
RUSSELL IND
SCIENCE HILL IND.
SILVER GROVE IND.
SIMPSON
SOMERSET IND.
TODD
WALTON VERONA
WAYNE
WHITLEY COUNTY
WILLIAMSBURG
WILLIAMSTOWN IND.

2. **Bid Forms:** Bidders must obtain the official bid documentation including the bid certification, bid form, and the Microsoft Excel spreadsheet for submitting their bid from the KEDC website. Bidder must show cost for each item on the provided bid form. The bidder must then enter the brand, vendor item number, and the cost per item on the computer diskette and print out a hard copy. Optional information is requested, but bid will not be rejected if these items are not supplied. Bidders should list flavors or assortments, where appropriate, on a separate page. KEDC requires individual order numbers for each flavor or assortment listed in the purchasing guide. The completed Bid Form, computer disk, and printed hard copy from the diskette must be returned with the Bid Certification. By executing the Bid Certification, the bidder acknowledges that he has read this invitation, understands it, and agrees to bind by its terms and conditions.

3. **Correction of Mistakes:** Bidders are cautioned to re-check their bid for possible errors. No bid can be corrected, altered, or signed after being opened. All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Errors discovered after public opening cannot be corrected and bidder will be required to accept award if offered.

4. **Error in Bid:** In case of a pricing error between the two bid documents (the bid form and the computer printout), the entry on the bid form will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The KEDC Board reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest.

5. **Withdrawal of Bid:** All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and acceptance by the KEDC Board. A bidder may withdraw his bid after it has been submitted only if a written request is submitted

and received prior to the expiration of the time during which bids may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to KEDC, Attn: Bidding.

6. **Return Instructions:** Submit one (1) copy of the completed Bid Certification, Bid Form, Computer Disk, and Printout of the Bid in a properly addressed sealed envelope. All envelopes should be CLEARLY marked **KEDC Food Service Sealed Bid** with the bid reference and opening date printed on the outside of the envelope as they appear on the Bid Invitation. The bidder should retain a duplicate copy. Bidders may keep all other pages for their files. An officer or member of the bidding firm who is authorized to legally bind the firm must sign the bid certification. The Bid Certification must be submitted with an original signature. The Bid Invitation Forms must be used without alterations. 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.

7. **Addendums:** KEDC may issue an addendum to the bid after the bid has been released. In no instance will an addendum be issued within five (5) working days prior to the bid opening.

8. **Contract Period:** The bid will be awarded for one year with the bid period being split into three month bid periods. The bid periods will be adjusted during the first contract period to allow for alignment of the bid with the school district fiscal year (July 1 – June 30). The first bid period will be from October 21 through December 31; the second bid period will be from January 1 through March 31; the third bid period will be from April 1 through June 30. The contract may be extended on an annual basis (beginning July 1) by KEDC not to exceed five years in total including the first year of the contract. The determination to renew the contract beyond the initial year shall be determined in part by the performance of the contractor as reflected by monthly performance evaluations conducted by district personnel. KEDC will periodically provide evaluation summaries to the contractor (See Page 10 for copy of Evaluation Form). KEDC shall notify the contractor of its intent to extend or not to extend the contract by March 23 of each year. If notified of intent to extend, contractor shall respond by April 5 if it does not intend to extend the contract. KEDC reserves the right to extend the term for up to 180 additional days to continue a source of supply until new or replacement contracts are completed. Any contract extension is contingent upon written agreement of KEDC and the contractor. The bid will not be automatically extended beyond any current year unless expressly approved by KEDC.

9. **Pricing:** KEDC will award all items based on a prime vendor method. The prime vendor method of award is described as follows:

1) One contractor will be awarded the contract to provide all items on the bid form to participating KEDC/KPC member districts and,

2) KEDC/KPC Bidding Member districts participating in the contract agree to purchase all items on the bid form from the prime vendor exclusively.

Items on the non-bid list may be purchased from another vendor. Districts must be members of KEDC or KPC and agree to use the awarded contractor as their prime vendor for the items on the bid form to be eligible to participate in this bid. All bid pricing quoted for each period shall remain firm for the duration of that period. The contractor shall notify KEDC twenty-one (21) days prior to the start of the 2nd, 3rd, and 4th quarter of any necessary price increases or decreases for the bid period. If KEDC notifies contractor of intent to extend the contract by one year, contractor shall either respond by May 15 that it does not intend to extend the contract, or respond by June 1 with any necessary price increases or decreases for the first bid period of the extended year. If price increases submitted at June 1 are deemed excessive by KEDC then KEDC shall have cause to not extend the contract. All price increases/decreases shall be accompanied by proper documentation of price increase/decreases to the contractor. Proper documentation shall include market bulletin(s) from an independent source, manufacturer's invoices, and freight bills. Price change notifications will follow the same pattern as above for any years in which this contract is extended. KEDC reserves the right to add or delete items on the bid list at each quarterly update.

10. **Quantities:** It shall be understood that any contract established as a result of this Bid Invitation will not obligate KEDC or its member school districts or schools to receive any quantity in excess of actual requirements.

11. **Nutritional Information:** The successful bidder shall provide upon request by the Food Service Director, the most recent nutritional data, meal contributions, and for the purpose of food allergies, ingredient labels of any products that may contain the following: soy, nuts, corn, peas, red food dye, strawberries, milk, fish, shellfish, or egg. This information must be provided no later than 35 days from the date of request.

12. **Liability:** The contractor will hold KEDC and its participating districts harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the contractor.

13. **Recalls:** The contractor shall notify KEDC and its participating districts immediately of any products recalls. Any products that have been recalled and have been delivered shall be issued a credit and/or a comparable substitute immediately.

14. **Review:** 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. If necessary, school districts may purchase from the apparent low bidder pending approval by the KEDC Board of Directors. If a bidder leaves an item blank, the highest bid received for that item will be inserted to calculate the total. If a bidder leaves more than 20% of all items blank then that shall be cause for rejection of the bid.

15. **Award:** After the review of the proposals, the KEDC Board will award a contract based on the total points awarded to each contract using the scale below:

CRITERIA FOR EVALUATION OF BID

KEDC and the KEDC Bid Committee will use the following criteria when evaluating the KEDC Bid Award. Each of the following elements will be weighted accordingly.

	<u>POINTS</u>
1. Total of weighted item cost calculations	60
2. Non-bid item fixed fee	5
3. Lead time required for non-bid items	5
4. The vendor's past performance	15
5. Additional Services including:	10
a) Provide an internet based ordering system	
b) Provide registered dietician services	
c) Provide workshops	
d) Use Kentucky brokers	
e) Provide early payment discount	
6. Provide items listed (how many items were not bid)	<u>5</u>
POINT TOTAL	100

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.

The bidder with the highest point total based on the bid criteria will be awarded the contract. In the case of identical bids, KEDC reserves the right to select and to award the contract by whatever method it chooses.

16. **Usage Reports:** Usage reports in electronic format (Microsoft Excel, Access or SQL) shall be issued to KEDC monthly by the 15th day of the next month during the period of the bid. Contractor shall compile usage reports by district and school in a format provided by KEDC. The reports shall indicate the total orders delivered by individual bid item and non-bid items. Failure to provide usage reports may be cause to remove the contractor from future bid participation. Since the usage report data is useful to both KEDC and the contractor, it is of benefit of both parties to share this information.

17. **Delivery Time:** Acceptable delivery times will be between 6:30 a.m. and 2:00 p.m. Deliveries are to be made to individual schools on a weekly basis. No minimum dollar or case amounts shall be required for the weekly delivery. The delivery dates and times shall be scheduled with each School Food Service Director. School Food Service Directors may request additional deliveries or special arrangements from time to time and contractor shall respond with no extra charge.

18. **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.

It is understood that deliveries are not to be made when school is not in session with exception of the opening of school. Calendars will be provided to the successful bidders to designate off-school days. When school is cancelled because of inclement weather or any other emergency and the delivery truck is already in route, upon arrival the company driver must contact the School Food Service Director by telephone for instructions. The school system reserves the right to accept the delivery, authorize another acceptance signature, or to return the delivery. If the truck has not left the distributor's warehouse, the delivery will be made on the next day that schools are re-opened unless notified otherwise.

19. **Transmittal of Orders:** Distributor shall issue purchasing guides to KEDC and its participating districts.

20. **Menus:** Upon request, each School Food Service Director can be asked on a voluntary basis to supply a copy of the monthly planned menus to the successful bidder's sales representative. It is understood that the menus are only to be used for guidance purposes by the successful bidder and in no way guaranteed.

21. **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 which meets monthly.

22. **Warning and Termination of Contract:** KEDC 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. In the event of termination, the schools shall not be liable to any costs other than the cost of items delivered and accepted prior to the termination date. 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, the contractor shall not be held liable by KEDC or the school districts.

23. **Item Substitution and Out-of-Stocks:** It is an expectation that all individual items bid are to be stocked items. If a contractor is temporarily out of stock of a particular item, **an equal or superior product at an equal or lower price to the original item portion price shall be provided.** Contractor shall maintain a 97% average fill rate.

Failure of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by each School Food Service Director, or failure to make replacements of rejected articles when so requested, or 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. On all such purchases, the Contractor shall be responsible and liable for the difference in cost between the amount paid for the substituted product and the amount which 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.

24. **Exclusivity:** Participating Districts agree to use the awarded contractor as an exclusive source for the various items and services listed on the KEDC Bid Form. The only anticipated exceptions might be in time of emergency.

25. **Purchase of Food and Non-Food Items not specifically provided in the Bid Form:**

- A. KEDC schools may exercise their rights to purchase all non-bid items from the contractor that has been awarded the contract.
- B. KEDC will submit a list of non-bid items to the awarded contractor. Awarded contractor should respond with a firm quote within two weeks. Non-bid items shall be quoted at cost plus a fixed fee based upon a sliding scale and shall be subject to the same auditing provisions as bid items. The initial quote on non-bid items shall become the official bid price for the remainder of the bid period for which it was quoted. The sliding scale fixed fee schedule will be submitted on the bid certification along with the lead time required for delivery of non-bid items.

26. **Cost:** Third Party Invoice or confirmation -- Cost prices shall be based on "delivered to contractor's warehouse." When a contractor chooses to "backhaul" or "pick-up" products, a reasonable freight charge may be added to the cost. In all cases, the decision made by the contractor on the initial proposal must be maintained throughout the duration of the contract. Cost shall be based upon the "latest invoice", or manufacturer's confirmation prior to the proposal opening or cost update to the cooperative. Should a manufacturer's confirmation be used in lieu of an invoice, and the confirmation identifies item and/or quantity, the cost may not be changed until the specified time has expired. Cash discounts, label allowances, group allowances, promotion advances, "billbacks", or other "rebates" may accrue to the benefit of the contractor. No allowances shall accrue to the school district.

27. **Audits:**

- 1) KEDC reserves the right to make audits of a contractor's costs records as follows:
 - a. Prior to award of contract
 - b. Following any allowed price change.
 - c. At time of one year contract extension if awarded.
 - d. An unscheduled audit one time during each one year bid period upon appropriate notice given to contractor.
- 2) The contractor shall be given notice of the intent of the cooperative to conduct an audit a minimum of two weeks in advance.
- 3) The contractor shall provide acceptable documentation as follows:
 - a. Manufacturer's invoices
 - b. Freight bills
 - c. Perpetual inventory records
 - d. Market bulletins (used for distributor manufactured items and inner company billing items when price change occurs).

28. **Access to Records:** All contracts over \$10,000 awarded by KEDC shall include the right of KEDC, the Kentucky Department of Education, USDA, 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.

29. **Internet Based Ordering System:** System shall be available for use 24 hours a day / 7 days a week and provide real time information including a complete listing of the contractor's product catalog. Users shall be able to place orders with bid pricing, create standard order templates, view purchase history and invoice detail, and obtain nutritional information for each product.

30. **Registered Dietician Services:** Provide on-site and telephone based Registered Dietician services using on-staff Dieticians to each participating member school district at no cost.

31. **Workshops:** Provide state-wide and regional workshops, speakers, meals, and mini-food shows consisting of new product offerings at no cost. Continuing Education Units shall be provided on all workshops.

32. **Kentucky Broker Service:** Contractor shall use Kentucky Brokers.

33. **Service Area:** Contractor must be able to provide service to all districts in the state of Kentucky.

34. **Administrative Fee:** The vendor's price will include a two percent (2%) administrative fee that the vendor will remit to KEDC on a monthly basis. The vendor will also compile and provide to KEDC a monthly report showing all purchases made by members under this contract in a format provided by KEDC. The vendor will make all administrative fee payments to KEDC by the 15th of the succeeding month and all checks are to be made payable to KEDC and sent to KEDC, 904 West Rose Road, Ashland, KY 41102-7104.

35. **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. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- E. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with 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 which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.
- G. 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 certifies 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 damage awards.
- 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 which 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. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of KEDC or the Boards of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees that are designed to secure a public contract for supplies or services.

KEDC FOOD SERVICE LINE ITEM BID CERTIFICATION – FOOD-2004-10

STATEMENT OF SUBMISSION

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

We offer a DISCOUNT for payment of bills of _____% for payment within _____ Days.

NON-BID ITEMS -- We require _____ days lead time for delivery of non-bid items and will charge a fixed fee over cost per non-bid item according to the following scale: (amounts = case or similar packaging costs)

\$0.01-\$10 = _____; \$10.01-\$20 = _____; \$20.01-\$30 = _____; \$30.01-\$50 = _____; Above \$50 = _____

Please circle Yes or No for each statement below.

- Bidder can provide service to all school districts in the state of Kentucky.....Yes or No
- Bidder will provide an Internet Based Ordering System.....Yes or No
- Bidder will provide registered dietician services.....Yes or No
- Bidder will provide workshops.....Yes or No
- Bidder will utilize Kentucky Brokers.....Yes or No
- Bidder has provided service to Kentucky schools for a minimum of 5 years.....Yes or No
- Bidder will provide a toll-free order line.....Yes or No

If Yes, list toll free number _____.

Did you include in your bid packet: 1) Page 9 of this bid invitation completed and signed, 2) the Excel spreadsheet with your pricing on diskette or CD, and 3) a printout of the Excel spreadsheet.....Yes or No

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

KEDC PRIME VENDOR MONTHLY PERFORMANCE REPORT

District: _____

Name: _____

Vendor: _____

Month of Survey: _____

5	4	3	2	1	N/A
Excellent	Very Good	Acceptable	Poor	Unacceptable	N/A
No Problems	Problems Occur rarely	Problems occur occasionally	Problems occur frequently	Problems occur Daily	Not Applicable

1. Overall fill rates are:	5	4	3	2	1	N/A
2. Fill rates on critical items are:	5	4	3	2	1	N/A
3. Special and/or surge requirements are handled effectively:	5	4	3	2	1	N/A
4. Emergency orders are filled in a timely manner:	5	4	3	2	1	N/A
5. I was given adequate time and notice to agree to substitutions:	5	4	3	2	1	N/A
6. Quantities received match quantities ordered:	5	4	3	2	1	N/A
7. Prime Vendor Representative is responsive to my needs.	5	4	3	2	1	N/A
8. Deliveries arrive within agreed upon time window:	5	4	3	2	1	N/A
9. Rate overall product quality:	5	4	3	2	1	N/A
10. Rate overall prime vendor service:	5	4	3	2	1	N/A

Additional Comments and Concerns:

KEDC ITEM #	CAT	PACK	SIZE	ITEM DESCRIPTION	
ACCEPTABLE BRANDS/LABELS	CASES PURCHASED LAST YEAR	WEIGHT	CASE COST (REQUIRED)	BRAND FROM COLUMN F (REQUIRED)	
VENDOR ITEM # (REQUIRED)	MANF # (Optional)	QTY NEEDED FOR CN SERVING (Optional)	SERVING COST (Optional)		

Above are the column headings for the KEDC Prime Vendor Bid Form. Below is a brief description of each column. The worksheet on the diskette is a protected worksheet and you will only have the ability to enter information in the required and optional fields.

KEDC ITEM # is a random number assigned by KEDC for organizing the items.

CAT is a category grouping for organizing the items by type.

- AC = Ala Carte Items
- BEV = Beverage Items
- BRK = Breakfast Items
- CFV = Can Fruits and Vegetables
- C&S = Condiments and Spices
- DG&S = Dry Goods and Staples
- FF = Frozen Foods
- M&P = Meat and Protein
- MISC = Miscellaneous
- PIZ = Pizza
- z_DIS = Disposables
- z_CL = Cleaning

PACK is the requested Pack count (If you can not supply this pack count then you must **NO BID** the item)

SIZE is the requested quantity in the Pack (If you can not supply this size then you must **NO BID** the item)

Item Description describes the item requested.

Acceptable Brands or Labels – Only bid on the brands or labels listed. If you do not carry one of the brands, indicate **NO BID** in the “Case Cost” column. If a specific brand is not listed, bid your best brand for the specific item and list the brand in the “Brand From Column F” column.

Cases Purchased Last Year – lists how many cases of each item were purchased last year. This is not a guarantee to purchase any quantity of the item during the contract period.

Weight this is the weight of the item. Your case cost will be taken times this weight to calculate overall outcome of the bid.

Case Cost (This is a required column)

Brand from Column F (This is a required column) – Show the brand that you are offering, it must be a brand or label in the acceptable column.

Vendor Item Number (This is a required column) - the item number that will be needed when ordering this product. This number will used to generate order forms if necessary.

Manufacturer Number (This is an optional column)

Qty needed for a CN serving (This is an optional column)

Serving Cost (This is an optional column)