

Kentucky Educational Development Corporation  
Green River Regional Educational Cooperative



Northern KY Cooperative for Educational Services  
Southeast/South Central Educational Cooperative

KPC – KENTUCKY PURCHASING COOPERATIVES  
KEDC – GRREC – NKCES – SESC  
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)  
904 ROSE ROAD  
ASHLAND, KY 41102-7104  
Phone (606) 928-0205 Fax (606) 928-3785  
[www.kedc.org](http://www.kedc.org) or [www.kybuy.org](http://www.kybuy.org)

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

BID TYPE: LINE ITEM

BID REFERENCE: DAIRY-LI-2004-08

BID PUBLIC NOTICE DATE: Thursday, June 24, 2004

BID OPENING TIME, DATE: 3:00 p.m., Monday, July 12, 2004

BID CONTRACT START DATE: August 1, 2004 through June 30, 2005

BID ITEMS: Dairy Products for Food Service

**BID PURPOSE:**

The KEDC Board of Directors solicits sealed bids that would, if accepted by the KEDC Board of Directors, establish contracts, with the general and detailed terms, conditions, and specifications contained in this bid document, to provide participating bidding member institutions the right to purchase goods and services at fixed prices from a specific list of items contained herein. Said contracts shall hereinafter be referred to as the Bid Contract.

**CLARIFICATION:**

For clarification or additional information relative to this Invitation contact the **KEDC Bidding Department** by email at [bidding@kedc.coop.k12.ky.us](mailto:bidding@kedc.coop.k12.ky.us) or phone (606) 928-0205. **PLEASE DO NOT CONTACT SCHOOL DISTRICTS.**

**GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS:**

These General Conditions and Instructions apply to all bids submitted. Any deviations or exceptions are to be explained as a part of the bid proposal.

Bids must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, not later than the specified bid opening time and date. **Faxed submissions will NOT be accepted. Bids received after the time designated for the bid opening will be returned to the bidder unopened.** KEDC and the participating bidding institutions cannot assume 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.)

The public notice for this invitation, the invitation itself, a file containing any Microsoft Excel spreadsheet, Microsoft Word or PDF Files and any addendums can be viewed, downloaded, or printed from the Internet at KEDC's Internet site [www.kedc.org](http://www.kedc.org) or [www.kybuy.org](http://www.kybuy.org) beginning on the bid public notice date and until the time and date specified for the bid opening. Bid tabulations will be made by KEDC staff and, after the Board has taken official action, will be posted to the KEDC Internet site.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE:**

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 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.

**GENERAL TERMS AND CONDITIONS:**

- 1. Participating Member Institutions:** Any institution that is a bidding member of the KEDC, GRECC, NKCES, or SESC Educational Cooperative (hereinafter referred to as member or members) is eligible to utilize the Bid Contract; however this does not mean that all members will participate. A list of eligible members is included in the bid packet. A bidder will not be required to sell to or serve all eligible members. Any bidder that cannot serve all members is required to include in their bid proposal a copy of the provided list of members with the members that the bidder can and will serve circled. If this list is not returned then the bid contract will be available to all members.
- 2. Bid Forms and Return Instructions:** Bidders must return the bid form, and a computer disk containing the completed Microsoft Excel spreadsheet provided as part of this bid invitation. 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 in the Microsoft Excel spreadsheet on the computer diskette and print out a hard copy. Optional information may be requested, but bid will not be rejected if these items are not supplied. Each bid should be submitted in a separate sealed envelope CLEARLY marked with **KEDC Sealed Bid** and the corresponding bid reference number and opening date printed on the outside of the envelope as they appear on the Bid Invitation. The bidder should retain a duplicate copy. 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 should 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. By executing the Bid Certification, the bidder acknowledges that the bidder 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 a bid contract 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 consideration 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 or herself, by submitting a written request for its withdrawal to KEDC, Attn: Bidding with the corresponding Bid Reference Number.
6. **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.
7. **Pricing:** Bid Contracts may be accepted from multiple bidders by line item. Contract prices shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract and offered equally to all members marked to be served by the Bid Contract.
8. **Review:** After the public opening of proposals received from the Bid Invitation, KEDC staff and member officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. If necessary, members may purchase from the apparent low bidder pending approval by the KEDC Board of Directors.
9. **Award:** After the review of the bid proposals, the KEDC Board may accept one or more bid contracts based on the needs of the members. Multiple bid contracts may be accepted based on brand, districts served, and any other consideration in the interest of the members. A bidder whose bid proposal is accepted shall hereinafter be called contractor. If applicable, criteria will be included in the Specific Terms and Conditions Section of this bid document.
10. **Contract Period:** The bid contract will be for eleven months August 1, 2004 through June 30, 2005. The contract may be extended on an annual basis 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 will be determined in part by the performance of the contractor as reflected by performance evaluations. KEDC may periodically provide evaluation summaries to the contractor. (Evaluation Form attached). KEDC shall notify the contractor of its intent to extend or not to extend the contract by April 1 of each year. If KEDC notifies contractor of intent to extend the contract by one year, contractor shall either respond by April 15 that it does not intend to extend the contract, or respond by April 15 with any necessary price increases or decreases for the extended year. If price increases submitted are deemed excessive by KEDC then KEDC shall have cause to not extend the contract. All price increases shall be accompanied by proper documentation of price increase 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 extend the term for up to 90 days to continue a source of supply until new or replacement contracts are completed. Since this bid request is subject to multiple contracts being accepted, KEDC reserves the right to renew and/or solicit additional bids for subsequent contract periods. 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. KEDC reserves the right on any contract extension to revise, update, or supplement the contract terms and conditions including the assessment of administrative fees to the contractor as needed to cover the cost of KEDC servicing the bid contract, bidding program, or procurement service for the members.

11. **Quantities:** It shall be understood that the bid contract will not obligate KEDC or its members to purchase from the Bid Contract.
12. **Product Information:** The successful bidder shall provide upon request by any member, the most recent MSDS information sheets for any products the vendor may deliver to said member.
13. **Liability:** The contractor agrees to protect, defend, and save harmless KEDC and members 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 contractor further agrees to indemnify and save harmless KEDC and members 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 acts of the contractors, his servants or agents.
14. **Recalls:** The contractor shall notify KEDC and its members 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.
15. **Usage Reports:** Usage reports in electronic format (Excel, Access, ASCII tab or comma delimited) shall be issued to KEDC quarterly by the 15<sup>th</sup> day of the next month following the end of each quarter during the period of the bid. Contractor shall compile usage reports by member. The reports shall indicate the total orders delivered by individual item. Since the usage report data is useful to both KEDC and the contractor, it is of benefit to both parties to share this information. File format and layout shall be agreed upon by KEDC and contractor.
16. **Delivery Charges:** All products or services procured from the Bid Contract are to be delivered free of freight charges (FOB destination), unless stipulated on the Bid Form.
17. **Transmittal of Orders:** Vendors should issue purchasing instructions and/or guidelines to KEDC and members.
18. **Payments:** Each member shall be responsible for making payment to the contractor, unless KEDC has been established as the Purchasing Agent for the contractor, in which case, KEDC will coordinate orders and payments directly to the contractor with the individual members being the ship to party. Normally, members pay bills only after approval from the member board which meets monthly. KEDC reserves the right to negotiate upon mutual agreement to serve as Purchasing Agent for any Bid Contract including charging an administrative fee to the contractor.
19. **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 members 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 members 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 members.

20. **Item Substitution and Out-of-Stock Back-Orders:** No substitutions are allowed without prior written authorization from the member. Member must be notified if item is out of stock, backordered or if timely delivery cannot be made. Upon member notification, the contractor must receive written directions from the member on how to proceed, i.e. cancel, process, etc.

21. **Other 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. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- C. 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.

**SPECIFIC TERMS AND CONDITIONS:**

A. **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.....20%
- 4. Past Product Quality.....20%

**B. SPECIFICATIONS FOR MILK and DAIRY**

Milk and Dairy products as required for the School Food Service program in Kentucky School Districts, shall be furnished and delivered in accordance with the following:

- All Bidders shall comply with Kentucky Department of Health rules and regulations pertaining to dairy and dairy products.
- Deliveries shall be made to the individual school as requested by the lunchroom managers in quantities designated by them.
- In the event of school closings, the School Food Service Directors may cancel orders.

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

- 1) 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.
- 2) 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.

- 3) 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.

#### **D. Deliveries –**

The successful bidder will be expected to have each delivery checked by the appropriate cafeteria personnel and to leave two (2) signed copies of the itemized delivery ticket with them. **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.

#### **E. 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:

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.

**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.

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.

## **F. 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:
10. **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.
11. **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.
12. **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.



United States  
Department of  
Agriculture

Food and  
Nutrition  
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

**KPC – Kentucky Purchasing Cooperatives  
LINE ITEM BID CERTIFICATION - DAIRY-LI-2004-08**

**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.

\_\_\_\_\_  
**Bidding Firm**

\_\_\_\_\_  
**Authorizing Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of Authorized Signer**

\_\_\_\_\_  
**Sales Contact Name**

\_\_\_\_\_  
**Sales Contact Email Address**

\_\_\_\_\_  
**Sales Contact Phone #**

\_\_\_\_\_  
**Sales Contact Fax #**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

**CONTRACTOR INFORMATION:**

1. Is there any required information that must show on Purchase Orders? (Other than, PO#, Ship To, etc.)  
\_\_\_\_\_
2. Can you serve all members? **YES** \_\_\_\_ **NO** \_\_\_\_  
If no, indicate on the Member List Sheet that is included in the bid specifications the districts that can be serviced and return with Bid Response.
3. Do you have a website? If yes, please list web address (URL): \_\_\_\_\_
4. Do you offer online product information? **YES** \_\_\_\_ **NO** \_\_\_\_
5. Do you offer online product searches with pictures of product? \_\_\_\_\_
6. Do you offer online ordering? \_\_\_\_\_
7. What is your return policy? \_\_\_\_\_
8. Do you have a restocking fee? **YES** \_\_\_\_ **NO** \_\_\_\_ If yes, what is that fee? \_\_\_\_\_

**Please indicate the level of support you will bid on this contract. *Check only one box.***

Prices will be **no different** from what we ordinarily offer to public educational institutions.

Prices will be the **indicated percent lower** than we ordinarily offer to public educational institutions.

Two percent (2%)

Three percent (3%)

Four percent (4%)

Five percent (5%)

Ten percent (10%)

Other \_\_\_\_\_

**Before submitting your bid please review the following:**

Has the bid form been signed by an authorized person?

If you cannot serve all members, have you marked the members to be served and included that list with your bid form?

Is this the best price you can give to the members?

Have you enclosed the diskette with the Excel portion of the bid?

**2004-2005 KPC BID MEMBERS**

**GRREC**

Adair Co.  
Allen Co.  
Barren Co.  
Bowling Green Ind.  
Breckinridge Co.  
Butler Co.  
Campbellsville Ind.  
Caverna Ind.  
Clinton Co.  
Cloverport Ind.  
Cumberland Co.  
Daviess Co.  
Glasgow Ind.  
Grayson Co.  
Green Co.  
GRREC  
Hardin Co.  
Hart Co.  
LaRue Co.  
Logan Co.  
Meade Co.  
Metcalf Co.  
Monroe Co.  
Ohio Co.  
Russellville Ind.  
Simpson Co.  
Taylor Co.  
Todd Co.  
Warren Co.  
**\*WKU**

**KEDC**

Anderson Co.  
Ashland Ind.  
Barbourville Ind.  
Bath Co.  
Boyd Co.  
Breathitt Co.  
Bullitt Co.  
Carter Co.  
Elliott Co.  
Fairview Ind.  
Fleming Co.  
Floyd Co.  
Greenup Co.  
Hazard Ind.  
Jackson Ind.  
Jenkins Ind.  
Johnson Co.  
KEDC  
Knott Co.  
Knox Co.  
Lawrence Co.  
Lee Co.  
Leslie Co.  
Letcher Co.  
Lewis Co.  
Magoffin Co.  
Marion Co.  
Martin Co.  
Mason Co.  
Menifee Co.  
Morgan Co.  
Nelson Co.  
Owsley Co  
Paintsville Ind.  
Perry Co.  
Pike Co.  
Raceland Ind.  
Robertson Co.  
Rowan Co.  
Russell Ind.  
Scott Co.  
Whitley Co.  
Williamsburg Ind.  
Wolfe Co.  
**\*MSU**

**NKCES**

Augusta Ind.  
Beechwood Ind.  
Bellevue Ind.  
Boone Co.  
Campbell Co.  
Covington Ind.  
Dayton Independent  
Erlanger-Elsmere Ind.  
Ft. Thomas Ind.  
Kenton Co.  
Ludlow Ind.  
Newport Ind.  
NKCES  
Pendleton Co.  
Silver Grove Ind.  
Southgate Ind.  
Walton Verona Ind.  
Williamstown Ind.  
**\*NKU**

**SESC**

Berea Ind.  
Casey Co.  
Corbin Independent  
East Bernstadt Ind.  
Estill Co.  
Garrard Co.  
Jackson Co.  
Lincoln Co.  
Madison Co.  
McCreary Co.  
Mercer Co.  
Middlesboro Ind.  
Monticello Ind.  
Pineville Ind.  
Powell Co.  
Pulaski Co.  
Rockcastle Co.  
Russell Co.  
Science Hill Ind.  
SESC  
Somerset Ind.  
Wayne County  
**\*EKU**

**\* Partner College or University**

**OUR COMPANY CAN SERVICE ALL MEMBER - YES NO  
IF NO, THEN CIRCLE MEMBERS THAT CAN BE SERVED.  
RETURN THIS LIST WITH BID.**

## KPC - VENDOR MONTHLY PERFORMANCE REPORT

District: \_\_\_\_\_

Name: \_\_\_\_\_

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<b>Excellent</b>	<b>Very Good</b>	<b>Acceptable</b>	<b>Poor</b>	<b>Unacceptable</b>	<b>N/A</b>
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. 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

Additional Comments and Concerns:

**KPC – Kentucky Purchasing Cooperatives  
Dairy BID FORM**

Day(s) of week deliveries will be made \_\_\_\_\_

Number of deliveries per month \_\_\_\_\_

Explain deliveries: (ie are they on cycles or set days of the week.)

*Duplicate this form if necessary.*

## SPECIFICATIONS FOR MILK

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.

As determined on a district by district basis, the successful bidder will supply and maintain milk coolers.

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.

### Prices (Firm or Escalating)

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.

### ESCALATION / DE-ESCALATION:

1. All prices shall be firm for thirty (30) days, after which prices for milk may escalate/de-escalate in accordance with changes in the Class I Skim Milk Price per hundred weight and Butterfat price per pound as announced in the Federal Milk Market Order No. 5 (or whichever Milk Market Order applies to your geographic area). Prices per half-pint delivered may be raised/lowered according to the announced changes by USDA in Skim Price per hundred weight and Butter price per pound.
2. Any changes (up or down) in price must be announced to the Director of Food Service within the week following the issuance of the Milk Market Order announcement and must be accompanied by a copy of the announcement and conversion calculations used by the supplier to arrive at the amount of increase/decrease.

**KPC – Kentucky Purchasing Cooperatives  
DAIRY BID FORM – Pricing with Coolers**

ITEMS	Firm Price	Escalator Price	
		Regulated Price 6-1-2004	Vendor Markup
½ pint low fat white milk (2% butterfat)			
½ pint low fat white milk (1% or less)			
½ pint chocolate (1% butterfat)			
½ pint strawberry (1% 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 homogenized skim milk – not less than ½% milk solids			
½ pint fruit juice – orange (100 %)			
½ pint fruit juice – grape (100%)			
½ pint fruit juice – apple (100%)			
pint fruit juice – orange (100 %)			
pint fruit juice – grape (100%)			
pint fruit juice – apple (100%)			
Shake mix – Vanilla			
Shake mix – Choc			
Nestle Quik chocolate 16 oz			
Nestle Quik strawberry 16 oz			
Hershey 14 oz			
8 oz bottled water			
16 oz bottled water			
20 oz bottled water			
Ice Tea Pints			
Lactose ½ pint			
Lactose quart			

*Please indicate which if any items need advance time for delivery, and how much advance notice is necessary.*

**KPC – Kentucky Purchasing Cooperatives  
DAIRY BID FORM – Pricing without Coolers**

ITEMS	Firm Price	Escalator Price	
		Regulated Price 6-1-2004	Vendor Markup
½ pint low fat white milk (2% butterfat)			
½ pint low fat white milk (1% or less)			
½ pint chocolate (1% butterfat)			
½ pint strawberry (1% 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 homogenized skim milk – not less than ½% milk solids			
½ pint fruit juice – orange (100 %)			
½ pint fruit juice – grape (100%)			
½ pint fruit juice – apple (100%)			
pint fruit juice – orange (100 %)			
pint fruit juice – grape (100%)			
pint fruit juice – apple (100%)			
Shake mix – Vanilla			
Shake mix – Choc			
Nestle Quik chocolate 16 oz			
Nestle Quik strawberry 16 oz			
Hershey 14 oz			
8 oz bottled water			
16 oz bottled water			
20 oz bottled water			
Ice Tea Pints			
Lactose ½ pint			
Lactose quart			

*Please indicate which if any items need advance time for delivery, and how much advance notice is necessary.*

**KPC – Kentucky Purchasing Cooperatives**

**DAIRY BID FORM – Pricing with 24 hour access to product with Coolers**

ITEMS	Firm Price	Escalator Price	
		Regulated Price 6-1-2004	Vendor Markup
½ pint low fat white milk (2% butterfat)			
½ pint low fat white milk (1% or less)			
½ pint chocolate (1% butterfat)			
½ pint strawberry (1% 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 homogenized skim milk – not less than ½% milk solids			
½ pint fruit juice – orange (100 %)			
½ pint fruit juice – grape (100%)			
½ pint fruit juice – apple (100%)			
pint fruit juice – orange (100 %)			
pint fruit juice – grape (100%)			
pint fruit juice – apple (100%)			
Shake mix – Vanilla			
Shake mix – Choc			
Nestle Quik chocolate 16 oz			
Nestle Quik strawberry 16 oz			
Hershey 14 oz			
8 oz bottled water			
16 oz bottled water			
20 oz bottled water			
Ice Tea Pints			
Lactose ½ pint			
Lactose quart			

*Please indicate which if any items need advance time for delivery, and how much advance notice is necessary.*

**KPC – Kentucky Purchasing Cooperatives**

**DAIRY BID FORM – Pricing with 24 hour access to product without Coolers**

ITEMS	Firm Price	Escalator Price	
		Regulated Price 6-1-2004	Vendor Markup
½ pint low fat white milk (2% butterfat)			
½ pint low fat white milk (1% or less)			
½ pint chocolate (1% butterfat)			
½ pint strawberry (1% 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 homogenized skim milk – not less than ½% milk solids			
½ pint fruit juice – orange (100 %)			
½ pint fruit juice – grape (100%)			
½ pint fruit juice – apple (100%)			
pint fruit juice – orange (100 %)			
pint fruit juice – grape (100%)			
pint fruit juice – apple (100%)			
Shake mix – Vanilla			
Shake mix – Choc			
Nestle Quik chocolate 16 oz			
Nestle Quik strawberry 16 oz			
Hershey 14 oz			
8 oz bottled water			
16 oz bottled water			
20 oz bottled water			
Ice Tea Pints			
Lactose ½ pint			
Lactose quart			

*Please indicate which if any items need advance time for delivery, and how much advance notice is necessary.*