



KPC
GRREC – KEDC - NKCES –OVEC - SESC - WKEC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD
ASHLAND, KY 41102-7104
Member Services (606) 928-0205
www.kedc.org or www.kpc4me.com

*** * * REQUEST FOR PROPOSAL * * ***

BID REFERENCE:	<u>RFP-MENU SOFTWARE-2015</u>
BID PUBLIC NOTICE DATE:	<u>December 7, 2015</u>
BID OPENING DATE & TIME:	<u>December 14, 2015, 2:00PM, Eastern</u>
BID CONTRACT PERIOD:	<u>January 1, 2016 – June 30, 2017</u>

PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for KPC solicits sealed proposals to identify an individual or firm to provide online menu software and associated consulting services to the child nutrition programs of KPC members.

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STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR SUBMITTAL: These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. KEDC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, the specific terms will govern.

The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at www.kpc4me.com on the public notice date and until the time and date specified for the opening. KEDC staff and the Board or its designee will review proposals.

Proposals must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, not later than the above specified opening time and date. Clearly label all proposals with the bid reference number on the outside of the package. Faxed or emailed submissions will NOT be accepted. Proposals received after the time designated will not be opened by KPC. KPC and the Board of Directors cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. (Please note that FED EX does not guarantee delivery time to KPC/KEDC because they classify KEDC as being in a rural area.)

The bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.

2. CLARIFICATION: For clarification or additional information relative to this Request for Proposal contact the KEDC Member Services Team by email at info@kpc4me.com or phone (606) 928-0205.
3. PROCUREMENT CONSIDERATIONS: KEDC conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of KEDC to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135)

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.

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 to specify features of the named brand that must be met by bidders/offer's.

A contract will be entered into by KEDC with only responsible bidders who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a bidder's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. KEDC shall follow the principles of cost analysis in the review and evaluation of bids to

determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

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

4. AUTHENTICATION OF PROPOSAL:

AUTHENTICATION OF PROPOSAL, STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST, AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the proposal, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

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).

The costs quoted in the proposal are correct and have been arrived at 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 this request for proposals, designed to limit independent bidding or competition.

The contents of the proposal 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 proposal and will not be communicated to any such person prior to the official opening of the bid or bids. Bidder 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 bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The KEDC procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the proposal and the actions taken by the bidder in preparing and submitting the proposal are in compliance with above sections of the Model Procurement Code.

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). Any employee or official of KEDC or member institution, 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 membership 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.

5. CERTIFICATION REGARDING LOBBYING: The bidder certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION: I certify on behalf of myself, the company and its key employees that I, the company, or its key employees have not been proposed for debarment, debarred, or suspended by KPC, the Commonwealth of Kentucky, or any Federal Agency and are not listed on the Excluded Parties List System provided by the United States Government General Services Administration at www.epls.gov.
7. ERROR IN PROPOSAL: The KEDC Board or its designee reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest. KEDC may allow the withdrawal of a proposal where there is a patent error on the face of the document, or where the proposer presents sufficient evidence, substantiated by worksheets, that the proposal was based upon an error in the formulation of the price.
8. WITHDRAWAL OF PROPOSAL: All proposals shall be valid for a period of forty-five (45) days from the opening date to allow for tabulation, study, negotiation, and consideration by the KEDC Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
9. ADDENDA: KEDC may issue addenda to the RFP after its release.
10. 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 contact the top scored firms for further negotiation.
11. RESIDENT BIDDER STATUS: The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders
*Vendors not claiming resident bidder status need not submit the corresponding affidavit.

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
 - (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.
- KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.
- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
 - (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
 - (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
 - (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
 - (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
 - (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
 - (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
 - (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

An offeror claiming Kentucky resident bidder status shall complete the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. KEDC reserves the right to request documentation supporting a claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the offeror or contract termination.

A nonresident offeror shall submit its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that offeror. If the offeror is not required by law to obtain said certificate, the state of residency for that offeror shall be deemed to be that which is identified in its mailing address as provided in its proposal.

12. **CONTRACTOR CERTIFICATION/CONTRACTOR'S EMPLOYMENT ELIGIBILITY:** By entering the contract, contractor warrants compliance with the federal immigration and nationality act (FINA), and all other federal and state immigration laws and regulations. The contractor warrants that it is in compliance with the various state statutes of all states it is will operate this contract in.

Participating government entities including school districts may request verification of compliance from any contractor or contractor's supplier performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its suppliers are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by state employers, state contractors and state subcontractors in accordance with the e-verify employee eligibility verification program (<http://www.uscis.gov/e-verify>).

Contractor and contractor's vendors and their employees shall not provide services on school district properties until authorized by the district.

Contractor shall comply with governing board policy of the KPC participating entities in which work is being performed.

13. **NEGOTIATION:** KEDC reserves the right pursuant to KRS 45A.370 to negotiate a contract with the top-scored firms. In the event KEDC cannot reach agreement with the top-ranked firms, it may proceed to negotiate with the next highest ranked firm, and so on. It is KEDC's intent to award a contract to the firm(s) with whom successful negotiations are completed.

Terms and conditions that may be negotiated at the sole discretion of KEDC include but are not limit to issues related to the Technical and/or Cost Proposals.

From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed.

14. **PROTEST PROCEDURES:** The KEDC Board of Directors or its designee, shall have authority to determine protests and other controversies of actual or prospective firms in connection with the solicitations or selection for award of a contract.

Any actual or prospective firm, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Executive Director of KEDC. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

Executive Director
KEDC
904 Rose Road
Ashland, KY 41102
(606) 928-0205

The KEDC Board of Directors or its designee shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken. The decision of the KEDC Board of Directors shall be final and conclusive.

15. PRE-QUALIFICATION: KEDC reserves the right to pre-qualify any firm, especially those that have not previously participated in the KPC program. Criteria for qualification shall include:
 - a. Physical Facilities – The offering firm must have the facilities and network infrastructure required to host the website and applications required in this proposal safely and securely.
 - b. Financial Capacity - The offering firm shall have financing adequate to ensure solvency throughout the life of the contract. References may be requested to document adequate financial capacity.
 - c. Service Level - If KPC does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three letters of reference from previous customers with projects of similar scope shall be provided.
 - d. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.

16. NON-ASSIGNABILITY OF AWARD: The awarded firm cannot convey this contract to its successors or assigns without the prior, express approval of the Board of Directors of KEDC or its designee.

17. LIABILITY: The awarded firm agrees to protect, defend, and save harmless KEDC, KPC, 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 awarded bidder further agrees to indemnify and save harmless KEDC, KPC, 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 bidders, his servants or agents. The awarded firm will hold KEDC and participating members 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 awarded firm.

18. ACCOUNTING PRACTICES: During the life of any contract awarded as a result of this request for proposal, the successful firm must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.

19. PRODUCT AND SAFETY INFORMATION: It is the bidder's responsibility to comply with all local, state, and federal regulations.

20. **CONTRACT SUSPENSION:** KPC may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded firm agrees that they have no legal recourse of any nature against KEDC, KPC, or member entities except for services that are due for prior purchases under the awarded contract. The decision of KPC regarding suspension and/or termination is final.

21. **WARNING AND TERMINATION OF CONTRACT:** KEDC may terminate the contract with 30 day notice without cause. KEDC may terminate the contract in a shorter timeframe if the bidder violates the contract terms and conditions. In the event of termination, the members shall not be liable for any costs other than the cost of items delivered and accepted prior to the date of termination. The bidder may terminate the contract if KEDC fails 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 a letter to cancel contract.

In the event the physical facilities of the firm are destroyed or a labor dispute makes performance under the terms of the contract impossible, the firm shall not be held liable by KEDC.

22. **OTHER CONDITIONS:**

- a. The awarded firm shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
- b. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the KPC member's local circuit court.
- d. The awarded firm assures KEDC they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- e. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- f. The awarded firm shall provide access KEDC, the Comptroller General of the United States, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.
- g. The awarded firm shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- h. The awarded firm shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).
- i. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance

program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.

- j. The awarded firm is and shall remain in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- k. The awarded firm is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- l. The awarded firm is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- m. The awarded firm is and shall remain in compliance with 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).
- n. The awarded firm is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- o. By submitting this document, the proposing firm certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The firm acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- p. The awarded firm 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, KRS 42.990, KRS 45A.335-490. Any employee or official of KEDC or member institution, 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 membership 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.
- q. KEDC reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this proposal, may or may not be awarded.

STUDENT NUTRITION MENU PROGRAM & CONSULTING SERVICE TERMS AND CONDITIONS

These specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as a part of the proposal. KEDC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, these specific terms will govern.

1. **AWARD:** After the review of the proposals and interviews with the finalists, the KEDC Board or its designee may accept one or more contracts based on the needs of KPC.

KPC will evaluate and score preliminary proposals according to the following:

Criteria	Points
Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project and the appropriateness of the solution as determined by KPC.	750
Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner	300
Technical expertise, experience, and support: Bidders must provide descriptions and documentation of staff technical expertise and experience.	100
Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project including examples of their work as well as client testimonials and references, including references sought by KPC apart from those provided by the bidder	200
Total	1350

Following preliminary scoring, KPC reserves the right to schedule oral presentations with up to five finalists to provide oral presentations, to answer questions, and to clarify KPC's understanding of the written proposal. KEDC reserves the right to not require oral presentations if they do not affect final rankings.

Criteria	Points
Oral presentation and demonstration	100

2. **CONTRACT PERIOD:** The initial contract period is from date of award through June 30, 2017. KEDC may extend the contract for on an annual basis, not to exceed five years total including the first contract period. The contractor's performance will in part determine the decision to renew. KPC may periodically provide evaluation summaries to the contractor. 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 bidder of intent to extend the contract by one year, bidder shall respond by April 15 if they elect not to extend or with any necessary discount level increases or decreases for the extended year. Price change notifications follow the same pattern as above for any contract extensions. KEDC reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed. KEDC reserves the right to renew and/or solicit additional pricing for subsequent contract periods. The contract will not automatically extend beyond any current year unless expressly approved by KEDC.
3. **ABOUT KPC:** Established in 2002, KPC is a joint effort of six of the educational service cooperatives located across Kentucky. KPC provides bidding and procurement services to our 300+ members across seven states.

Currently approximately 80 public and private school district nutrition programs across Kentucky utilize our cooperatively bid contract for groceries and supplies.

The mission, vision, and values of KPC are as follows:

- Vision: We enable our partners, both members and vendors, to focus on their mission.
- Mission: We provide services, solutions, and support to meet our partners' needs.
- Values:
 - RELATIONSHIPS come first. We care about our partners' success. We will actively engage and listen to them daily.
 - We seek to be RESPONSIVE. As a trusted partner, we will anticipate the needs of our member and vendor communities; we will be prepared to meet them.
 - RESULTS will follow. When we put our partners first, they will be successful and so will we.

4. PARTICIPATING MEMBER INSTITUTIONS: Any institution that is a member of KPC - hereinafter referred to as member or members - is eligible to utilize the contract; however, this does not mean that all members will participate.
5. PROJECT BACKGROUND: Recent changes to National School Breakfast Program and National School Lunch Program stemming from the Healthy Hunger-Free Kids Act of 2010 have resulted in lower participation and increased food and labor costs for KPC members. Challenges exacerbated by lagging federal reimbursement, aging infrastructure, and increased governmental oversight. KPC seeks an innovative product that can help build greater trust with customers by dispelling many common myths about school foods. Research shows that when parents and students trust their school nutrition department and understand the foods that are served, they are more likely to purchase and consume healthy school foods.
6. OBJECTIVES: KPC desires to provide a comprehensive menu solution for its members to address all requirements of the United States Department of Agriculture, Child Nutrition Programs. KPC understands the challenges in providing compliant menu that also promote participation while controlling food costs. The menu consulting solution must provide full compliance to all requirements of Child Nutrition Program as required by Kentucky and federal law.
7. PROJECT DESCRIPTION: Provide consulting services supported by a USDA compliant software to assist School Food Authorities (SFA) in meeting the menu requirement of the Healthy Hunger Free Kids Act. The desired consulting services will entail deploying a professional team of foodservice consultants to assess, capture and analyze current requirements for the student nutrition programs. The consulting team shall collect current base data including but not limited to the following: current planned USDA commodities, current method of procurement including any prime vendors, menu formats including breakdown by grade level, desired food production support and participation in organic and local sourcing. Consultant's final menus shall embrace opportunities use of high quality products this will drive increases in participation. The menus must be viewable via the internet and via social media.
8. PROJECT SCOPE: Menu consulting services that includes all necessary foodservice consulting services and software systems to allow for the development of a regulation compliant menu system and support.

The selected proposer will be responsible for maintain certification and approval by the United States Department of Agriculture as it relates to the software system utilized by the foodservice consultants.

9. PROJECT REQUIREMENTS: The following criteria must be met to achieve a successful project:
- A. A minimum staff of six (6) professional foodservice consulting staff with relevant experience in nutrition, foodservice production, menu planning, USDA Child Nutrition Programs and menu planning.
 - B. Relevant experience serving educational sector.
 - C. Ability to integrate with current SFA foodservice operations.
 - D. Ability to facilitate data collection.
 - E. Ability to facilitate collection and report data for all relevant aspects of the National School Lunch Program.
 - F. Ability to produce all menus and related reports required by the State of Kentucky and U.S. federal agencies.
 - G. Development of multiple menu platforms for a variety of student age groups.
 - H. USDA menu planning software to allow for menu planning, data (product and recipe) management, front facing web page and access via social media APP.
 - I. Program shall be subscription based for access to web-based menu software system for the consultant development of breakfast and lunch cycle menus.
 - J. Consulting staff input of all information for every ingredient used including:
 - 1. Prime vendor SKU number
 - 2. Description of item, cost of item, identification of potential allergens
 - 3. Supporting specifications to insure compliance with USDA meal component requirements
 - 4. Ingredients linked to recipes by consultant in preparation for building menus in system
 - 5. Consultant built recipes for every menu item served that include:
 - a. Detailed nutritional Information
 - b. Detailed HACCP directions
 - c. Detailed recipe preparation instructions
 - d. Specific instructions for serving to meet USDA meal pattern requirements
 - K. Scalable recipes that can be adjusted to actual student meal counts
Comprehensive web-based food production software module including:
 - 1. Meal production records for lunch, both planned and actual comparison analysis
 - 2. Meal Production records for breakfast, both planned and actual comparison analysis
 - 3. Shopping lists for weekly ordering
 - 4. Supporting documentation for administrative review.
 - 5. Remote access to individual site production records for internal review
 - L. Customer facing web connect feature for public display of approved menus.
 - 1. Customizable link on district website to a branded menu
 - 2. Menu with interactive allergen information
 - 3. Menu with carbohydrate information
 - 4. Menu with photos of the foods being service
 - 5. Customizable nutrition information and links to other nutrition related websites
 - M. Consultant operated telephone hot line for menu planning, menu changes, software updates and other required USDA meal program support. All software must be web based with product information updates in collaboration with GS 1.
 - N. Onboarding training with technology supported web based training.

- O. Archive all menu planning and production records for each school site for up to three years plus the current year as required by USDA National School Lunch Program requirements.
- P. Time and temperature tracking to support HACCP and other food safety activities within the menu program.
- Q. Menu board interface to display menu offering at serving lines and other student circulation areas.

10. PROPOSAL INSTRUCTIONS:

- A. Return the signed RFP Certification
- B. Return signed Affidavit for resident bidder status, if applicable
- C. Provide a cover letter with executive summary of proposal
- D. Provide a description of how the install/setup process will occur by module
- E. Describe how the Project Plan will be created and note modules included
- F. Provide an "Ideal" project time line and staff members proposed by the vendor
- G. Describe project management services (Onsite, FTE%, Project Manager resume or qualifications, etc...)
- H. Describe business process redesign services
- I. Describe implementation methodology
 - 1. Include setups, testing, training, go-live assistance, etc.
 - 2. Clarify responsible party by module
 - 3. Describe required KPC and KPC member employee involvement
 - 4. Provide a sample Project Plan assuming a start date of no later than January 1, 2016
- J. Anticipated resources you will assign to this project (total number, role, title, experience)
- K. Timeframe for start-up and date of first work for a menu project
- L. Describe technical support guidelines and procedures
- M. Description of experience in providing full service menu consulting for Student Nutrition programs
- N. Provide descriptions and documentation of staff technical expertise and experience
- O. List of how many full time, part time, and contractor staff in your organization
- P. Testimonials from past clients on menu projects and hosting work

11. REQUEST FOR PROPOSAL AND PROJECT IMPLEMENTATION TIMELINE:

- A. Request for proposal timeline
 - 1. All proposals in response to this RFP are due no later than the date and time published above.
 - 2. Evaluation of proposals including oral presentations will be conducted within 30 days of the RFP opening date. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified.
 - 3. Following the completion of negotiations and award of a contract with the selected bidder all unsuccessful bidders will be notified.
- B. Project implementation timeline
 - 1. Project initiation phase deadline March 1, 2015
 - 2. Project planning deadline April 15, 2015.
 - 3. Project planning phase will determine the timeline/schedule for the remaining phases of the project

12. PRICING FORMAT:

ITEM	SERVICE DESCRIPTION	DISTRICT SIZE / ENROLLMENT	QUANTITIES / IF APPLICABLE	PRICE QUOTE
1	Comprehensive menu consulting supported by web-based menu software including all features and system capacity with full consulting implementation. (Clearly list all limitations and tiers provide additional line items to describe and quantify all additional requirements.)	Provide separate line items for each District size as proposed		
2	Additional menus above base program			
3	Mobile APP for front facing display of menus			
4	Food temperature recording and reporting			
5	Menu display application			

REQUEST FOR PROPOSAL CERTIFICATION

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

RFP CERTIFICATION

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

RFP CLARIFICATION (Please provide contact information if the person authorized to answer questions regarding this RFP is different from above.)

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____
Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____ .
(Company Name)

Notary Public
[seal of notary] My commission expires: _____