



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

* * * REQUEST FOR PROPOSAL * * *

REFERENCE: RFP-NUTRITION CONSULTANT.2014

PUBLIC NOTICE DATE: June 10, 2014

OPENING TIME & DATE: June 20, 2014, 2:00 pm, Eastern

STANDARD TERMS AND CONDITIONS

1. 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 consulting services to the child nutrition programs of KPC members.
2. 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 **RFP-NUTRITION CONSULTANT.2014** 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.

3. CLARIFICATION: For clarification or additional information relative to this Request for Proposal contact the KEDC Member Services Team by email at KPCMemberServices@kybuy.org or phone (606) 928-0205.

4. KEDC 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.

5. AUTHENTICATION OF PROPOSAL AND 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.

6. 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.

7. 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.
8. 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.

9. 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.
10. ADDENDA: KEDC may issue addenda to the RFP after its release.
11. 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.
12. 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.

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 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.
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 Boyd County Circuit Court of the Commonwealth of Kentucky.
- 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.

NUTRITION CONSULTANT 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
Menu of services and fee structure	250
Initial evaluation and fixed fee	250
Training proposal and fee schedule	200
Services to the cooperative and proposed fee	200
Staff experience and credentialing	100
References	100
Total	<u>1100</u>

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, 2015. KEDC may extend the contract for on an annual basis, not to exceed five years total including the first contract period. The bidder's performance will in part determine the decision to renew. KPC may periodically provide evaluation summaries to the bidder. KEDC shall notify the bidder 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. **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 a partner with the experience and expertise to evaluate the current state of each program, recommend appropriate changes, and assist with implementation as necessary.

5. **SERVICES:** KPC is seeking a vendor who can provide fee-based consulting and implementation services related to all aspects of food service including but not limited to the following.
 - a. Preparation and response to program reviews
 - b. Increasing participation and revenue
 - c. Monitor and adjust production costs (food and labor)
 - d. Facilities planning and design
 - e. Financial modeling of revenues, food costs, labor costs, supplies, and indirect expenses
 - f. Revenue forecasting based on day, menu, and grade level
 - g. Inventory control
 - h. Report development
 - i. Trend analysis
 - j. HACCP process and procedure development
 - k. Production and service staff training
 - l. Quality control
 - m. Policy and procedure development
 - n. Electronic food production records
 - o. Cycle menu development and review
 - p. Market the nutrition program to all school, district, and community stakeholders
 - q. Provide nutrition education to all school, district, and community stakeholders

Please include fee schedule for services listed above inclusive of all costs for telephone, copying, report production, materials, etc. Also, provide a rate for all travel costs (mileage rate plus lodging as necessary).

6. INITIAL EVALUATION: KPC is seeking to provide the initial evaluations to all districts currently utilizing the KPC grocery prime vendor bid as a service to the membership. The scope of the evaluation should include:
 - a. Meetings and interviews with students, staff and district administration to complete a vision statement detailing food offerings, hours of service, styles of service, merchandising options for the proposed foodservice facility, current challenges, etc.
 - b. Review menus to include breakfast, lunch, afternoon, evening (as appropriate) to determine production and service equipment requirements for the proposed facility.
 - c. Review District financial information including but limited to daily sales, weekly cost recaps, periodic payroll costs, monthly period recaps and reports, annual operating statements, etc.
 - d. Site visit to one or more production kitchens and associated serving areas during service to review and document current operating processes.
 - e. Provide a report detailing findings, conclusions, and recommendations.

Include a flat fixed fee to provide a basic evaluation to all of the approximately 80 school districts utilizing the contract (i.e., a single fee to provide this service to all districts billable to KPC).

7. TRAINING: KPC seeks to provide group-training opportunities for members throughout the year. Potential training topics include the key areas of Operations, Nutrition, Administration, and Communications/Marketing as defined by the School Nutrition Association. The awarded consultant or KPC may initiate these training opportunities. A list of potential topics is located at the end of this RFP.

Include a fee schedule for services listed above inclusive of all costs for telephone, copying, report production, materials, etc. Also, provide a rate for all travel costs (mileage rate plus lodging as necessary). The consultant will bill the cooperative, district, school, or individual participant as appropriate and agreed in advance between KPC and the consultant.

8. SERVICES TO THE COOPERATIVE: KPC will on occasion enlist the assistance of the awarded consultant for projects to benefit the collective membership. For example, bid item list review and recommendations.

Include a fee schedule for services listed above inclusive of all costs for telephone, copying, report production, materials, etc. Also, provide a rate for all travel costs (mileage rate plus lodging as necessary).

9. PROPOSAL INSTRUCTIONS: As part of your proposal address the following:
 - a. Provide menu of services and proposed fee structure for services to the members;
 - b. Detail proposed initial evaluation structure and single fixed fee;
 - c. Include a list of areas and topics in which your team is proficient to train and a proposed fee schedule;
 - d. Specify a proposed fee schedule for services rendered to the cooperative;
 - e. Summarize relevant consulting experience and provide samples of your work;
 - f. List existing client references with projects of similar size and scope including length of service, contact name, email, phone number.
 - g. Identify key members of your team (including consultants, trainers, etc.) and provide short biographies of each indicating their relevant experience and credentials;
 - h. Sign and return RFP certification page that follows. Please be sure to include the name and contact details of contact person for clarification of the proposal if needed.

KPC NUTRITION CONSULTANT – RFP-NUTRITION CONSULTANT.2014

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: _____

**SCHOOL NUTRITION ASSOCIATION
LISTING OF COURSES BY KEY AREA**

Programs must be a minimum of 2 hours to qualify for Key Area Hours. A 1 college credit course = 15 Key Area Hours

KEY AREA 1- OPERATIONS

Behavior Based Safety	Food Manager Certification	Orientation for Nutrition Employees (ONE)
Blood Borne Pathogens	Food Preparation	Procurement
Commodities	Food Production	Purchasing
CPR	Food Safety	Quality Management
Culinary Techniques	Food Science	Quantity Food Preparation
Emergency Response	Garnishing	Safe Food Handling
Equipment	HACCP	Safety
Facility Design	Hand Safety	Sanitation
Farm to School	Hazard	Serving It Safe
Fire Safety	Hazardous Materials	Serving Safe Food
Food Allergy	Inventory	ServSafe®
Food and Beverage Control	Knife Safety	Special Diets Food
Bio-Security	Menu Planning	Standardized Recipes
Food Buying Guide	Microbiology	Thermometers/Calibration
Food Defense	Offer vs. Serve	Weights and Measures
Food Handler	Operations	

KEY AREA 2 - NUTRITION

All Nutrition Courses	Fundamentals I & II	Nutrition 101
Child Nutrition	Healthy Eating	Orientation for Nutrition Employees (ONE)
Community Nutrition	Healthy School Meals	Personal Health
Dietary Guidelines	Human Nutrition	Smart Options
Family Nutrition	MyPyramid	Step Up to the Plate
Feeding Children	Nutrients	Vitamins and Nutrients
Food Pyramid	Nutrition	Whole Grains and Health

KEY AREA 3 - ADMINISTRATION

Absences From the Workplace	Disability in the Workplace	Management
Accounting	Discrimination in the Workplace	Negotiating/Resolution
Administration	Diversity	Organizational Management
Adult Education/Teaching	Drug Free Workplace	Payroll
Adult Learning Principles	Economics	Personal Computer
Auditing	Employee Concerns	Personnel Management
Budget	Employee Retention	Professional Development
Business	Ethics	Record Keeping
Cashiering	Excel	Regulations
Computer	Facilitation Skills	Sexual Harassment
Computer Programming	Finance	Stress Management
Computer Science	Foodservice Management	Supervising
Computer Software	Grant Writing	Team Management
Conflict Management	Human Relations	Time Management
Cost Management	Human Resource	Violence in the Workplace
Database	Interpersonal Skills	Wellness
Dealing With Difficult People	Leadership	Windows
Delegating/Empowering	Legislature	Word

KEY AREA 4 – COMMUNICATIONS/MARKETING

Advertising	Fuel Up To Play 60	Public Relations
All Foreign Languages	Marketing	Public Speaking
Business Writing	Media Management	Sign Language
Communications	Merchandising	Social Media
Customer Service	Oral Communication	Speech
English Composition	Promotion	
Focus on the Customer	Public Affairs	