



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 PROPOSALS * * ***

PROPOSAL REFERENCE:	<u>PV-NUTRITION CONSULTANT-2019</u>
PUBLIC NOTICE DATE:	<u>November 14, 2019</u>
OPENING DATE & TIME:	<u>December 2, 2019, 10:00 AM Eastern</u>
CONTRACT PERIOD:	<u>Contract Award – November 30, 2020</u>
ITEMS:	<u>Nutrition Consultant</u>

PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for KPC, solicits sealed proposals that would, if accepted by the KEDC Board of Directors or its designee, establish contracts, with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the proposal specific terms and conditions. KPC is seeking a vendor to provide fee-based consulting and implementation services related to all aspects of child nutrition programs.

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STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS FOR RESPONDENTS:** 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. KPC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and proposal specific terms the proposal 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. Tabulations will be made by KPC staff and, after the KEDC Board or its designee has taken official action, will be posted to the above website.
2. **PROPOSAL FORMS AND RETURN INSTRUCTIONS:** KPC has an online interface that creates a confidential and encrypted electronic submission. Proposal submission requires that each respondent has an updated vendor account. Instructions on how to register as a new vendor or update an existing account and complete the submission process can be found at <http://www.kpc4me.com/bid-opportunity>. For assistance with registration or technical questions regarding the online interface contact info@kpc4me.com

Submit all proposals and any attachments via the online application. No other form of submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Proposals submitted on company forms are subject to rejection. The respondent acknowledges that the respondent 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 invitation contact the KPC Member Services Team by email at memberserviceteam@kedc.org or phone (606) 928-0205.
4. **PROCUREMENT CONSIDERATIONS:** KPC conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of KPC 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).

KPC 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 KPC 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 KPC 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 respondent/offer.

A contract will be entered into by KPC with only responsible respondents who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a respondent's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

KPC shall follow the principles of cost analysis in the review and evaluation of proposals to determine if the respondent 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 certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

I am the respondent (if respondent is an individual), a partner in the respondent (if the respondent is a partnership), or an officer or employee of the responding corporation having authority on its behalf (if the respondent is a corporation).

The costs quoted in this response are correct and have been arrived at by the respondent 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 as described herein, designed to limit independent competition.

The contents of the response have not been communicated by the respondent, or its employees, or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the proposals and will not be communicated to any such person prior to the official opening of the proposal. Respondent 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 respondent certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The KPC collective bidding process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the response and the actions taken by the respondent in preparing and submitting the response are in compliance with above sections of the Model Procurement Code.

The respondent 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 KPC 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 respondent 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 respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to KEDC.

7. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION: The contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By electronically signing and submitting its bid or proposal, the respondent or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by KPC. If it is later determined that the respondent or proposer knowingly rendered an erroneous certification, in addition to remedies available to KPC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The respondent or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The respondent or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. ERROR IN PROPOSAL: No proposal may be altered or amended after the specified time and date set for the opening. 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. KPC may allow the withdrawal of a proposal where there is a patent error on the face of the proposal document, or where the respondent presents sufficient evidence, substantiated by proposal worksheets, that the proposal was based upon an error in the formulation of the proposal price.
9. WITHDRAWAL OF PROPOSAL: All proposals shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, and consideration by the KEDC Board or its designee. The respondent may withdraw a proposal, without prejudice, prior to the published opening date.
10. ADDENDA: KPC may issue addenda to the request for proposals after its release.
11. REVIEW: After the public opening of proposals received, KPC staff and member officials will review the results, and develop a preliminary tabulation.
12. NEGOTIATION – KPC reserves the right pursuant to KRS 45A.370 to negotiate a contract with the top-scored firms. In the event KPC cannot reach agreement with the top-ranked firms, it may proceed to negotiate with the next highest ranked firm, and so on. It is KPC'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 KPC include but are not limit to issues related to the Technical and/or Cost Proposals.

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

Any actual or prospective respondent, 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 regarding this solicitation must be made prior to the opening date and time. A protest or notice of other controversy related to any award arising from this solicitation must be filed promptly within two (2) calendar weeks after notification of award. All protests or notices of other controversies must be in writing and addressed to:

Chief Executive Officer
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.

14. **PRE-QUALIFICATION:** KPC reserves the right to pre-qualify any respondent, especially those which have not previously participated with KPC. Criteria for qualification shall include:
- 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.
 - 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.
 - Service Level - If KPC does not have adequate historical data to determine the respondent's ability to comply with the service level requirement outlined in this bid invitation, then three letters of reference from previous school district customers shall be provided.
 - Past Performance – The respondent 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.
15. **NON-ASSIGNABILITY OF AWARD:** The awarded respondent cannot convey this contract to its successors or assigns without the prior, express approval of the KEDC Board of Directors or its designee.
16. **PIGGY BACK CLAUSE:** KPC reserves the right to extend the terms, conditions, and prices of the awarded bidder to other Institutions who express an interest in participating in any contract that results from this solicitation. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of goods and services. The respondent agrees that KPC shall bear no responsibility or liability for any agreements between the respondent and the other Institution(s) who desire to exercise this option. Piggyback contracts may not extend beyond the contact date established by KPC. Participation by other institutions may not result in a material change to the contract.

17. TRANSMITTAL OF ORDERS: KPC shall issue purchasing guidelines to members on behalf of the awarded respondent/offeror. The members will use formal purchase orders in ordering from the awarded respondent. The successful respondent acknowledges that orders from KPC members transmitted from KPC's office on the member's behalf are acceptable. The successful respondent may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually arrived schedule developed between the members and the awarded respondent. The respondent shall accept orders electronically from KPC and/or members.
18. QUANTITIES: It shall be understood that the bid contract will not obligate KPC or its members to purchase from the any resulting contract.
19. WARRANTY: The awarded respondent shall make available and honor all manufacturer's warranties, standard and extended, to all KPC members.
20. RECALLS: The awarded respondent shall notify KPC and its members immediately of any product recalls. The awarded respondent will issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded respondent.
21. RETURNS: The successful respondent must provide a Return Material Authorization within 1 working day of the request by a KPC member. Respondent must restock returned materials at no charge to the member (special order and custom crafted items excluded).
22. LIABILITY: The awarded respondent agrees to protect, defend, and save harmless 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 respondent further agrees to indemnify and save harmless 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 respondents, his servants or agents. The awarded respondent will hold KPC 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 respondent.
23. ACCOUNTING PRACTICES: During the life of any contract awarded as a result of this bid, the successful respondent 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.
24. ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS: Substitutions require prior written authorization from the member. The respondent is required to notify the member if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the respondent must receive written directions from the member on how to proceed (i.e. cancel, process, etc.).

25. **PENALTY:** The respondent agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. The respondent is to deliver 100% of stock items within 10 business days; repeated failure to do so will result in default.
26. **PRODUCT AND SAFETY INFORMATION:** The successful respondent shall provide upon request by any member, the most recent MSDS information sheets for any products the respondent may deliver to said member. It is the respondent's responsibility to comply with all local, state, and federal regulations.
27. **VELOCITY REPORTS:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KPC shall be issued to KPC upon request. The awarded respondent shall compile velocity reports by member. The reports shall indicate purchasing entity, awarded respondent's item number, manufacturer item number, item description, and quantity and dollar value of each item sold. KPC may request procurement data from participating KPC members to verify velocity report accuracy.
28. **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 respondent agrees that they have no legal recourse of any nature against 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.
29. **TERMINATION FOR CONVENIENCE:** KPC reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. KPC or the participating member, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
30. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** KPC MAY TERMINATE THE RESULTING CONTRACT FOR NON-PERFORMANCE, AS DETERMINED BY KPC, FOR SUCH CAUSES AS:
- a. FAILING TO PROVIDE SATISFACTORY QUALITY OF SERVICE, INCLUDING, FAILURE TO MAINTAIN ADEQUATE PERSONNEL, WHETHER ARISING FROM LABOR DISPUTES, OR OTHERWISE ANY SUBSTANTIAL CHANGE IN OWNERSHIP OR PROPRIETORSHIP OF THE CONTRACTOR, WHICH IN THE OPINION OF KPC IS NOT IN ITS BEST INTEREST, OR FAILURE TO COMPLY WITH THE TERMS OF THIS CONTRACT;
 - b. FAILING TO KEEP OR PERFORM, WITHIN THE TIME PERIOD SET FORTH HEREIN, OR VIOLATION OF, ANY OF THE COVENANTS, CONDITIONS, PROVISIONS OR AGREEMENTS HEREIN CONTAINED;
 - c. ADJUDICATING AS A VOLUNTARILY BANKRUPT, MAKING A TRANSFER IN FRAUD OF ITS CREDITORS, FILING A PETITION UNDER ANY SECTION FROM TIME TO TIME, OR UNDER ANY SIMILAR LAW OR STATUTE OF THE UNITED STATES OR ANY STATE THEREOF, OR IF AN ORDER FOR RELIEF SHALL BE ENTERED AGAINST THE CONTRACTOR IN ANY PROCEEDING FILED BY OR AGAINST CONTRACTOR THEREUNDER. IN THE EVENT OF ANY SUCH INVOLUNTARY BANKRUPTCY PROCEEDING BEING INSTITUTED AGAINST THE CONTRACTOR, THE FACT OF SUCH AN INVOLUNTARY PETITION BEING FILED SHALL NOT BE CONSIDERED AN EVENT OF DEFAULT UNTIL SIXTY (60) DAYS AFTER FILING OF SAID PETITION IN ORDER THAT CONTRACTOR

MIGHT DURING THAT SIXTY (60) DAY PERIOD HAVE THE OPPORTUNITY TO SEEK DISMISSAL OF THE INVOLUNTARY PETITION OR OTHERWISE CURE SAID POTENTIAL DEFAULT; OR

- d. MAKING A GENERAL ASSIGNMENT FOR THE BENEFIT OF ITS CREDITORS, OR TAKING THE BENEFIT OF ANY INSOLVENCY ACT, OR IF A PERMANENT RECEIVER OR TRUSTEE IN BANKRUPTCY SHALL BE APPOINTED FOR THE CONTRACTOR.

31. DEMAND FOR ASSURANCES: IN THE EVENT KPC HAS REASON TO BELIEVE CONTRACTOR WILL BE UNABLE TO PERFORM UNDER THE CONTRACT, IT MAY MAKE A DEMAND FOR REASONABLE ASSURANCES THAT CONTRACTOR WILL BE ABLE TO TIMELY PERFORM ALL OBLIGATIONS UNDER THE CONTRACT. IF CONTRACTOR IS UNABLE TO PROVIDE SUCH ADEQUATE ASSURANCES, THEN SUCH FAILURE SHALL BE AN EVENT OF DEFAULT AND GROUNDS FOR TERMINATION OF THE CONTRACT.
32. NOTIFICATION: KPC WILL PROVIDE TEN (10) CALENDAR DAYS WRITTEN NOTICE OF DEFAULT. UNLESS ARRANGEMENTS ARE MADE TO CORRECT THE NON-PERFORMANCE ISSUES TO KPC'S SATISFACTION WITHIN TEN (10) CALENDAR DAYS, KPC MAY TERMINATE THE CONTRACT BY GIVING WRITTEN NOTICE, BY REGISTERED OR CERTIFIED MAIL, OF ITS INTENT TO CANCEL THIS CONTRACT.
33. ATTORNEY'S FEES: IN THE EVENT THAT EITHER PARTY DEEMS IT NECESSARY TO TAKE LEGAL ACTION TO ENFORCE ANY PROVISION OF THE CONTRACT, AND IN THE EVENT KPC PREVAILS, THE CONTRACTOR AGREES TO PAY ALL EXPENSES OF SUCH ACTION, INCLUDING ATTORNEY'S FEES AND COSTS AT ALL STAGES OF LITIGATION.
34. COMPENSABLE DAMAGES FOR BREACH: THE CONTRACTOR AGREES THAT THE FOLLOWING ITEMS SHALL BE INCLUDED AS COMPENSABLE DAMAGES FOR ANY BREACH OF A CONTRACT WITH KPC.
 - a. Replacement costs
 - b. Cost of repeating the competitive bidding procedure expenses
 - c. Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by KPC for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

35. OTHER CONDITIONS:
 - a. The awarded respondent 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 brought against KEDC/KPC shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
 - d. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against any participating member shall be filed in the participating member's local jurisdiction.
 - e. The respondent assures KPC they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
 - f. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
 - g. The awarded respondent shall provide access to KEDC and member entities, the Comptroller General of the United States, the United States Department of Agriculture, 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.

- h. The awarded respondent shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- i. The awarded respondent shall retain all required records for three years after KPC members make final payments and all other pending matters are closed (7 CFR § 3016.36).
- j. 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.
- k. The respondent 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).
- l. The respondent 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).
- m. The respondent 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).
- n. The awarded firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- o. The respondent 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).
- p. The respondent is and shall remain in compliance with all local, state, and national requirements for employee background checks.
- q. By submitting this document, the respondent 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 respondent acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- r. The respondent 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 KPC 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.

- s. KEDC reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this sealed bid, may or may not be awarded.

- t. Cost Reimbursable Contracts
 - i. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - ii. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); Or the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
 - iii. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - iv. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - v. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - vi. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
 - vii. Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

PROPOSAL SPECIFIC 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. KPC 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 and the members.

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

Criteria	Points
Company Background – Credentials and Experience	225
Base Rate Services	250
Engagement Related Services	250
Relevant Experience	150
References	125
Total	1000

Following preliminary scoring, KPC reserves the right to schedule oral presentations with up to three finalists to provide oral presentations, to answer questions, and to clarify KPC's understanding of the written proposal. Oral presentations may be conducted via teleconference, video conference, or in-person at KPC's discretion. KPC reserves the right to waive oral presentations if it is determined they would not affect final rankings.

Criteria	Points
Oral presentation and demonstration	100

2. **BEST AND FINAL OFFER:** If following oral presentations (or preliminary scoring if oral presentations are not warranted) additional information is necessary to make a final decision, KPC may ask the top scored offerors to submit their best and final offer. KPC may request only one best and final offer. The opportunity to request a best and final offer shall be at the discretion of KPC. KPC will notify the top scored firms in writing of the request for a best a final offer. The request will include the areas to be addressed by the offer and the date and time by which the offer must be received. No discussion shall be conducted with offerors after submission of a best and final offer except for a compelling reason as determined in writing by KPC.

After review of the best and final offers, KPC may award a contract or contracts to those respondents whose proposal(s) are determined in writing to be the most advantageous to KPC and its members.

3. **CONTRACT PERIOD:** The initial contract period is from date of award through November 30, 2020. KPC 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. KPC shall notify the bidder of its intent to extend or not to extend the contract by July 1 of each year. If KPC notifies bidder of intent to extend the contract by one year, bidder shall respond by July 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. KPC 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. KPC 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 KPC.

4. **PAYMENT:** All invoicing to the cooperative or participating member as appropriate shall be agreed upon in advance between KPC and the consultant. Net 30 billing is required.
5. **REBATES AND INCENTIVES:** All rebates and incentives shall accrue to the participating member institution. Backend rebates and incentives to the contractor are not allowed.
6. **PROMOTION:** KPC will actively market the awarded bidder to its members. Marketing includes inclusion of your logo and contact information on the KPC website, a copy of the awarded contract provided to every KPC member, and promotion during regular member visits by KPC staff. Awarded bidder will also have access to the KPC Logo for use in promotional materials. Similarly, the awarded bidder will support the efforts of KPC by participating in and sponsoring KPC regional meetings and trainings. KPC reserves the right to negotiate a separate marketing agreement with any awarded contractor.
7. **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. **Base Rate Services:**
 - i. Development and presentation of relevant training topics, minimum of eight (8) day long sessions per year including all program related training costs, room charges, refreshments and lunch meal, supplies, materials and consultant travel and lodging. Potential training topics include the key areas of Operations, Nutrition, Administration, and Communications/Marketing as defined by the School Nutrition Association and USDA standards for Professional development. Certificates for a minimum of 3 CEUs per day long training will be provided to all attendees. Topics shall be approved by KPC.
 - ii. Food procurement process management including the following:
 1. Request for Bid and Request for Proposal drafting for prime vendor, bakery, dairy and other stand-alone contracts.
 2. USDA commodity ordering support, fulfillment and distribution troubleshooting.
 3. Product vendor management and order fill rate monitoring.
 4. Programmed purchases, potentially utilize group purchasing relationships to minimum product costs, and maximize district rebate programs and service response.
 5. Market basket pricing auditing.
 6. Service issue resolution discussion.
 - iii. Equipment and small wares procurement process development including the drafting of specifications and on-line ordering processes.
 - iv. Upon request by member districts utilizing KPC grocery prime vendor bid, provide a basic program evaluation (priced at a maximum of six Districts per year). The scope of the evaluation should include:
 1. 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.

2. Review menus to include breakfast, lunch, afternoon, evening (as appropriate) to determine production and service equipment requirements for the proposed facility.
 3. Review District financial information including but not limited to daily sales, weekly cost recaps, periodic payroll costs, monthly period recaps and reports, annual operating statements, etc.
 4. Site visit to one or more production kitchens and associated serving areas during service to review and document current operating processes.
 5. Provide a report detailing findings, conclusions, and recommendations.
- b. Engagement Related Services:
- i. In depth program review with the goals to:
 1. Increase participation and related revenues, improve student satisfaction, minimize waste streams, and maximize productivity and revenue
 2. Monitor and adjust food and labor production costs
 3. Review several months of financial documentation for use in development of a balanced budget initiative
 4. Develop financial modeling of revenues, direct and indirect expenses to identify opportunities for improvement in the financial performance of the program
 5. Create revenue forecasting and reporting systems to allow for tracking and reaction to current revenue trends
 6. Develop enhanced inventory control processes to link inventory levels with cycle menus to allow for decreased inventory levels and enhanced utilization
 7. Draft periodic reporting for District Administration and Elected Officials
 - ii. Preparation and response to student nutrition program administrative reviews and procurement reviews
 - iii. Facilities planning and design including the production of foodservice facility construction documents comprising layout, design and specification for competitive bidding of new and renovated foodservice facility projects (The use of firms involved with sale of foodservice equipment is prohibited)
 - iv. Hazard and Critical Control Points (HACCP) process and procedure development
 - v. Production and service staff training
 - vi. Quality control processes and program monitoring and reporting
 - vii. Policy and procedure development
 - viii. Development of key performance indicators and benchmarking for School Nutrition
 - ix. Menu marketing and make-over services
 - x. Serv Safe training
 - xi. Menu development and review services including the use of United States Department of Agriculture (USDA) approved software system (including all components required by USDA for production records) and certified by USDA for both six cent certification and nutrient analysis with consultant set-up and troubleshooting. The program shall include the following:
 1. Web based access
 2. Ingredient and recipe data base with a minimum of 5,000 pre-loaded products and recipes

3. Nutrient analysis utilizing pre-loaded daily and weekly requirements for NSLP, SBP, CACFP and SFSP
 4. On-line menu planning tool utilizing drop down menus and menu development guides all linked to specific products for correct analysis of planning menus
 5. Food costing analysis
 6. Inventory control
 7. Food allergens and attributes
 8. Production records
 9. Administrative review document production
 10. Seamless integration of menu publication to online and social media applications
 11. Integrated menu board system
 12. Consultant delivered set-up and program support (outsourced services are not acceptable)
- xii. Student nutrition program marketing to all school, district, and community stakeholders
 - xiii. Nutrition education programs for all school, district, and community stakeholders.
8. RFP RESPONSE: In addition to the RFP certification form please submit a narrative response to each of the following prompts:
- a. Company Background:
 - i. Provide your company's official registered name.
 - ii. Provide a brief history of your company, including the year it was established.
 - iii. Provide your company's corporate organizational chart.
 - iv. Identify key members of your team (including consultants, trainers, etc.) and provide short biographies of each indicating their relevant experience and credentials
 - v. Provide corporate office location
 - vi. Provide a list of additional office locations
 - vii. Provide documentation you are a certified W/MBE vendor, if applicable
 - viii. Provide your company's Dun & Bradstreet (D&B) number
 - b. Base Rate Services:
 - i. Provide a narrative outlining how you will fulfill all of the requirements listed in the Base Rate Services Section (7. a.) above. Note any exceptions or deviations from the list of required services.
 - ii. Provide a yearly lump sum fee payable in twelve monthly payments for Base Rate Services inclusive of all costs for telephone, copying, report production, materials, etc.
 - c. Engagement Related Services:
 - i. Provide a narrative outlining how you will fulfill all of the requirements listed in the Engagement Related Services Section (7. b.) above. Note any exceptions or deviations from the list of required services.
 - ii. Provide an hourly base rate to be used in the development of individual Engagement Related Service requests from members. Fee schedule for services listed shall define all reimbursable costs for telephone, copying, report production, materials, travel, lodging, etc.
 - d. Summarize relevant consulting experience and provide samples of your work
 - e. Provide three references from customers in the education sector with projects of similar size, scope, length of service, contact name, email, and phone number

- f. List additional value-added services your organization is willing and able to provide to the membership. Include a brief description and cost for each
- g. Sign and return RFP certification page below

**KPC NUTRITION CONSULTANT PROPOSAL
PV-NUTRITION CONSULTANT.2019**

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 KPC, 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