**Kentucky Valley Educational Cooperative Food Service**

**Invitation to Bid**

**Bid Opening:**

**Bid due by (closing): Bid ltem(s): Contract Period:**

**April 29, 2019 10:00am**

**April 29, 2019 10:00am Produce-Fresh Produce**

**July 1, 2019- June 30, 2020**

Notice is hereby given that sealed bids for distribution of food service supplies for the Kentucky Valley Educational Cooperative Food Service Program will be received at the Food Service office:

KY Valley Educational Coop.

412 Roy Campbell Drive

Hazard, KY 41701

(606) 436-3161 x5027

ATTN: Ashley Parker, Director of Bidding and Procurement

##### Mark Envelope:

**"School Food Service - Bid Enclosed"**

Information pertaining to any item or conditions in this bid request may be obtained by contacting the School Food Service Director. In submitting this bid, it is expressly agreed that, upon proper acceptance by the Kentucky Valley Educational Cooperative of any or all items bid, a contract shall thereby be created with respect to the items accepted.

Bids must be received at the **listed location,** not later than the specified bid opening time and date. Bids received after the time designated for the bid opening will not be accepted. Bids should be sealed in an envelope and clearly marked ***"BID ENCLOSED".*** The participating bidding institutions cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time.

SECTION I

BID/CONTRACT CONDITIONS & INSTRUCTIONS

1. **CONTRACT PERIOD:** This RFP will be awarded on an initial one (1) year term on date listed as the contract start date.

The contract will consist of the District option for an additional four (4) one (1) year terms.

Annual contract date will start July 1, 2019. First annual contract end date will be June 30, 2020 unless

otherwise given written permission by the District to extend on the annual basis.

1. **Delivery of Bids:** Offers received after the time and date of bid opening will be returned unopened to the appropriate bidder. If a deliverer (UPS, Federal Express, Express Mail) can provide documented proof as evidenced by the signature of a hosting employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for bid opening and, through fault of hosting personnel, the bid did not get to the proper authority, the bid will be considered. Offers delivered in Express Mail, Federal Express, UPS or any other such deliverer's envelop shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
2. **Response Form:** Bidders must use without alteration the provided official vendor response form.
3. **Correction of Mistakes:** All quotations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent. Corrections should be initialed in ink by the person making the correction. All initials will be explained in a visible and appropriate place with the full name of the person making the correction.
4. **Bid Award:** This is a lump sum bottom line bid; therefore, all items should be bid. Failure to bid 90% oflisted products on a bottom line bid is considered a Non­ Responsive bid. It is the intent of the Kentucky Valley Educational Cooperative to award a single vendor if they are able to meet the needs of the program. However, Kentucky Valley Educational Cooperative reserves the right to make multiple awards.
5. **Taxes:** Bidders shall not include Federal Excise Tax, transportation tax, or sales tax in the quotation as these taxes do not apply to county boards of education.
6. **GIFTS AND GRATUITIES:** Acceptance of gifts from contractors and the offerings of gifts by contractors are prohibited. No employee of the Kentucky Valley Educational Cooperative under provisions of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation any gift, kickback or gratuity. Any conflicts of interest are prohibited.

##### 8, REVIEW AND AWARD:

* 1. **Bid Review-** After the public opening of bids, a committee approved by the Kentucky Valley Educational Cooperative will require a minimum of five (3) working days for review. A representative who can respond to questions should be available by phone during bid evaluations.
  2. **Bid Award System.** Bids will be awarded to the distributor with the lowest total bottom line and who has met the requirements as set forth in the bid document.
  3. **Bid Evaluation-** Bids will be checked for accuracy of mathematical extensions and additions. All bids shall be subject to verification.
  4. **Final Affirmation of Bid.** Upon Evaluation of returned bids, successful bidders will be notified. A Bid Award letter shall be forwarded after final approval to the successful bidder(s) upon completion of bid evaluation & Kentucky Valley Educational Cooperative approval.

1. **ACCESS TO BID INFORMATION/PUBLIC RECORDS:** Bids may be examined by bidders during normal working hours **only after bid award.** Request for examination should be made in writing to Director of School Food Services. Official copies of the bids will be located at Kentucky Valley Educational Cooperative. **No files will be removed from sites premises.**

Written notices of award and Final Affirmation of Bid Award **may be FAXed to responding bid department personnel and may be returned** by **FAX.**

1. **RIGHT TO REJECT BID:** Kentucky Valley Educational Cooperative reserves the right to reject any and all bids or any part thereof. They reserve the right to make such selection as, in their judgment, is in the best interest of the board of education. They also reserve the right to eliminate those bids where specifications have not been met.
2. **SERVICE LEVEL:** The contractor shall fill all original orders at a monthly average of 95% or above on the scheduled delivery day. Company delivery errors shall be corrected within forty-eight (48) hours.

##### DELIVERY CONDITIONS:

* 1. **Market** Orders-Participating schools will develop and utilize a generic Market Order based on bid information.
  2. **Drop Ship.** Products are being bid for drop shipment to each school.
  3. **Delivery Frequency.** The frequency of delivery shall be mutually agreed upon with the Director of School Food Services. **Delivery schedules should be coordinated with the Director of School Food Services.**
  4. **Holiday Deliveries.** Holidays shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day mutually agreed upon by the school food service director and the successful bidder.
  5. **ACCEPTABLE DELIVERY TIME:** ACCEPTABLE DELIVERY TIMES ARE AS FOLLOWS- NOT BEFORE 6:00am AND NOT AFTER 2:00pm.
  6. **Snow Days.** Delivery schedules on snow days must be discussed with the Director of School Food Service. Deliveries may be rejected if road conditions are not acceptable for staff travel. Deliveries will be verified within 24 hours after school resumes.
  7. **Special Deliveries.** Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.
  8. **Delivery Verification.** Each delivery shall be verified on the delivery ticket by the signature of a designated schools representative. The designated representative will verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. However, innnediate verification cannot be made on deliveries before school opens, after school closes or during meal service. Deliveries made during these times will be signed by a school representative; however, deliveries will **not be verified** until designated personnel either arrives at the school or finishes meal service. Variations from the norm, i.e. shortages, damages, etc., shall be noted at these times. The contractor may not be required to issue credits for errors not detected at this time except for hidden damages such food spoiled in lower level of storage containers not easily seen.
  9. **Delivery Storage.** Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen). Drivers or helpers shall not be required to store or rotate merchandise on shelves.
  10. **Independent Carrier for Delivery.** If the contractor chooses to ship deliveries by an independent carrier, the contractor must pay freight costs.

##### ITEM SUBSTITUTIONS AND OUT-OF-STOCKS:

* 1. **Out-of-stock Items.** If a contractor is temporarily out-of-stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the food service director. The **food service director shall be notified of out-of-stocks twenty-four (24) hours prior to delivery.** Contact persons' names and addresses will be provided to the awarded bidder. Substitutions shall be noted on delivery tickets/invoices. Participants shall NOT be assigned as an "automatic substitute customer."
  2. **Unavailability of Appropriate Product.** If a contractor is unable to deliver appropriate products, the county shall in good faith and in its sole discretion, purchase product of equal or greater quality from another source. The supplier shall be responsible and liable for the difference in the cost between the amount paid for the substitute product and the amount which would have been paid had the product been delivered. The supplier shall not be entitled to complain that the substitute product could have been purchased at a lower price.
  3. **Unavailability of Approved Brands.** Failure to provide approved KY Proud produce, as bid, throughout the contract term shall constitute a breach of contract and participants shall not be obligated to accept anything other than pre-approved produce. In such case, the participants shall pursue other contractors for the unavailable items.

##### PURCHASE ORDERS AND INVOICING:

* 1. **Purchase Orders and Payment.** Inasmuch as program funding is a participant's responsibility, vendors must agree to accept individual participants purchase orders. The Kentucky Valley Educational Cooperative shall pay by invoice left at the time of delivery. The Board of Education shall make timely payments upon receipt and verification of contractor invoices. Vendor agrees to provide a monthly statement for reconciliation.
  2. **Invoices.** Invoices for payment shall be issued to each school site, providing separating statements for food and supplies if requested.
  3. **Available Funding.** If the effective dates of this bid extend beyond the current state or federal fiscal year, it is understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the school system reserves the right to change item identifications, decrease quantities and/or delete items.

##### TERMINATION OF CONTRACT:

* 1. **Procedure.** The contract may be canceled for cause by either party upon issuance of written notice. The Kentucky Valley Educational Cooperative will terminate the contract if the successful contractor fails to perform at the level specified in the contract document, and the successful contractor may terminate the contract if the boards of education fail to meet the specified payment terms. Each party shall follow the procedure outlined below, if a contract is to be terminated:

Step 1: Issue a warning letter outlining violations and the length of time (two weeks) to correct the problem.

Step 2: Issue a letter oflntent to Cancel Contract, if the problem is not resolved by the given date.

Step 3: Issue letter of Contract Cancellation.

* 1. **Labor Disputes.** In the event that the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by the Board of Education. In the event of a labor dispute, which continues for more than ten (10) working days, the Board of Education may cancel the contract arid the contractor will not be responsible for damages due to labor dispute. During the ten days, participating Board of Education will discuss alternatives with the contractor.
  2. **Performance Evaluation.** Contractor performance will be evaluated; unsatisfactory performance may result in removal from the eligible contractors' list. A Vendor evaluation form is to be completed annually.
  3. **Inconvenience to the Kentucky Valley Educational Cooperative.** After acceptance, the successful contractor will be liable for any damages or expenses, including attorney fees, incurred as a result of its violations or attempts by the participants to enforce this contract.

1. **BUYER-CONTRACTOR RELATIONSHIP.** Under arrangements of this contract, it is the contractor's responsibility to represent the interest of the school system and interface with packers on problems relating to product pack and quality.

##### STANDARD CONTRACT CONDITIONS.

* 1. **Authority.** This contract shall be governed in all respects - as to validity, construction, capacity, and performance or otherwise - by the laws of Kentucky and the United States.
  2. **Civil Rights Act Compliance.** Contracts providing service under this Notice Inviting Bid, herewith, assure the Cooperative they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
  3. **§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

* 1. **Tax Certification of Exemption.** State Sales and Use Tax Certificate of Exemption form will be issued upon request.
  2. **Records.** The contractor agrees to **retain all books, records and other documents relative to this agreement for three (3) years after final payment.** The participants, its authorized agents, and/or State/ Federal representatives shall have full access to, and the right to examine and audit any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until state matter is closed.
  3. **Certification of Compliance.** Depending upon the size of the contract, certification of compliance with provisions of the following Acts should be included in the standard terms and conditions of the Notice Inviting Bids:
     + ***All Contracts:*** Energy Policy and Conservation Act (PL 94-163); Provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder; Provision of the Fair Labor Standards Act.
     + ***Contracts in excess of $20,000;*** Executive Order 11246, an Equal Employment Opportunity, as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).
     + ***Contracts in excess o/$100,000;*** Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Air Act (33 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15).
     + ***Contracts involving research, developmental, or experimental work;*** The requirements established in USDA regulation, 7 CFR 3015.175 concerning USDA rights to copyrights, patent rights and rights to date and reporting of discoveries and inventions.
  4. **Conducting Bid:** This bid will be conducted consistent with the Kentucky Model Procurement Code KRS 45A and Federal procurement laws.

##### Procurement Clause:

PENALTY- The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school may have to seek other interim product sources. Failure to deliver 100% of the items on this list within 48 hours shall be considered default.

A successful bidder/contractor should have a proven record of service, particularly with the respect to delivering all items on a regular basis, at favorable prices. A contractor may be designated as unacceptable if the requirements listen herein have been previously violated and/or poor communications exist between the seller and the school district.

Modifications, additions, or changes to the terms and conditions of the bid/contract may be a cause for rejection of bid/contract. Bidders/Contractors are requested to submit all bids/contracts on official forms. Bids/Contracts submitted on company forms may be rejected.

SOURCE: Procurements Standards Handbook (Child Nutrition Programs), revised October 1989.

EXCLUSIVITY: The participating schools agree to use the designated contractor as an exclusive source for the various items and services as listen herein as well as for comparable substitutes and supplemental items. The only anticipated exception might be in time of emergency.

* 1. **NON-DISCRIMINATION**

During the performance of this contract, the seller agrees as follows:

1. The seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status, or political opinion or affiliation. The seller shall take affirmative action to ensure that applicant are employed, and the employees are treated during employment without regard to their age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status or political opinion or affiliation. Such actions shall include, although not limited to, the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The seller agrees to post in conspicuous places notices setting forth the provisions of this equal opportunity clause.
2. In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Ave. Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 632-6136 (Spanish). USDA is an equal opportunity provider and employer.

1. The seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the seller; state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, national origin, handicap condition, marital or prenatal status, race, sex, veteran status, or political opinion or affiliation.
2. The seller shall cause any subcontractor engaged to perform any services required by this contract to include this equal opportunity clause in all solicitation, advertisement, and employment practices it shall perform.

**J**. **CLEAN AIR/CLEAN WATER**

The Contractor 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. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

**SUSPENSION/DEBARMENT**

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 signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Kentucky Valley Educational Cooperative. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Kentucky Valley Educational Cooperative, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**LOBBYING**

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 the Kentucky Valley Educational Cooperative.

1. **Hold Harmless:** It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Kentucky Valley Educational Cooperative 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 wither order or contract; and the bidder further agrees to identify and save harmless Kentucky Valley Educational Cooperative from suits or action of every nature and description against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or form any of the acts of the contractor, his/her servants or agents.
2. **Non-Bid Items:** Kentucky Valley Educational Cooperative may request contract pricing on items NOT listed in this bid. These requests shall be made to the AWARDED vendor(s). Pricing SHALL include delivery. This method shall relieve the Board from additional bidding or receiving additional quotes. Pricing and terms must be related to items awarded in this bid.
3. **Escalation/De-Escalation:** Bidders are requested to bid a FIRM price and an Escalating/De-Escalating price if applicable. Bidders should bid prices based on specified unit size, but may include and alternate unit size and price. For evaluation purposes, vendors should use pricing for the current year, month of April. Vendors should include with their bid, the formula used to calculate this price. Districts shall notify vendor as to which pricing method they shall use throughout the contract period.

**SECTION II PRODUCT REQUIREMENTS**

1. **ITEM IDENTIFICATION UD):** Please carefully read all identifications. UNDER NO CIRCUMSTANCES are items to be substituted. All items are subject to inspection and testing after arrival at the destination. In the event any item is defective or does not

otherwise conform to product identifications, it will be returned to the vendor at the vendor's expense.

In addition, school systems reserve the right to have any product tested by the proper United States Department of Agriculture (USDA) testing agency for conformance to stated product identification. Should any item fail to meet the product requirements as specified in the bid, the vendor will be charged testing charges and shall agree to reimburse the schools system for said charges.

1. **PRODUCT PROTECTION GUARANTEE:** School systems have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appears on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
2. **IMPORT PRODUCTS:** Federal regulations prohibit the use of federal funds for purchasing products produced, canned or packed outside of the United States with the following exceptions - pineapple, mandarin oranges, olives, tuna and coffee.

**TERMS OF REFERENCE SPECIFIC TO PRODUCT IDENTIFICATIONS**

1. **CN LABEL.** When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements,.
2. **STANDARDS OF IDENTITY.** All products must conform to U.S. minimum standards requirements. If not, the supplier (packer) is not only in violation of the contract with the school system, but also with the Federal Food and Drug Administration and/or the Federal Trade Commission. Three (3) important federal regulations pertaining to canned foods are listed below. These and other federal regulations are automatically part of bid requirements.
   1. Net Container Quantity - The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of the Federal Food, Drug and Cosmetics Act regarding the individual specifications for standard of fill for the products as prescribed in 21 CFR Part 100-169.
   2. Fill of Containers- All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with section 401 of the Federal Food, Drug and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR Part 100- 169).
   3. Drained Weights - Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act for drained weight, as prescribed in the individual specifications of each product in 21 CFR Part 100-169. Except for whole

tomatoes, drained weight is not a factor of USDA grade. The USDA standards indicate recommended drained weight for certain items, in which case these standards must be met.

**BUY AMERICAN**

In accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act; Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998, requires SFA’s to purchase domestically gown and processed foods to the maximum extent practicable. Purchases made in accordance with the Buy American provision follows applicable rules for free and open competition.

(d)Buy American -

(1)Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means -

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2)Requirement.

(i)In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii)Limitations. Paragraph (d)(2)(i) of this section shall apply only to -

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(3)Applicability to Hawaii. Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

210.21-14: Buy American Provision January 23, 2002

All State Directors

National School Lunch Program (NSLP) School Breakfast Program (SBP) Southeast Region

This Policy rescinds 210.21-08 "Buy American Requirement"

Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines "domestic.commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Regulations implementing these requirements were published on September 20, 1999. Nevertheless, the domestic food industry continues to express concerns that program funds are being used to purchase foreign agricultural products. In response to this concern, report language accompanying the Agricultural Appropriations Act for Fiscal Year 2002 requires the Department to report to Congress on its activities directed toward enforcing the buy American provision. Therefore, we are writing this memo to reiterate the requirement of the "Buy American" provision of the law.

Given the importance that Congress attaches to the "Buy American" provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just to Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

CHARLIE SIMMONS

Regional Director

Special Nutrition Programs

**SECTION V**

Return ALL attachments in this section

**ATTACHMENT A** VENDOR RESPONSE FORM

**ATTACHMENT B** CERTIFICATE OF DEBARMENT

**ATTACHMENT C** AFFIDAVIT OF NON-CONCLUSION

**ATTACHMENT D** STATEMENT OF SUBMISSION

All attachments in this section must be returned

Only return attachments in this section and HACCP documentation

Do NOT return any other sections or attachments

**Current KVEC member districts are:**

Ashland Independent, Breathitt County, Floyd County, Harlan County, Harlan Independent, Johnson County, Knott County, Lee County, Leslie County, Letcher County, Magoffin County, Owsley County, Perry County, Pike County, Wolfe County, Hazard Independent, Jackson Independent, Jenkins Independent, Lawrence, Martin, Middlesboro Independent, Paintsville Independent, Pikeville Independent.

**Please strike out any district you can NOT service, however, special consideration will be given to any company who can service all districts.**

Kentucky Valley Educational Cooperative Bid Response Form

KVEC Food Service

Produce 2016/2017

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Description | Unit | | | | Price per unit | | Alternate Unit | Alternate Price |
| New Potato | 40Ib case | | | |  | |  |  |
| Apples | 80-138 count  Standard 40Ib box | | | |  | |  |  |
| Cabbage | 20Ib box 40lb box |  | | |  | |  |  |
| Broccoli | 20Ib case |  | |  |  |
| Cantaloupe | Individual count in bags | | | |  | |  |  |
| Cauliflower | 10Ib case 20Ib case | | | |  | |  |  |
| Slicing Cucumbers | 10Ib case | | |  |  | |  |  |
| Green Bell Peppers | 10Ib containers | | |  | |  |  |
| Slicer Tomatoes | l0lb carton 25Ib carton | | | |  | |  |  |
| Cherry Tomatoes | 10Ib flat | | | |  | |  |  |
| Watermelon | Individual Melon | | | |  |  |  |  |
| Sweet Corn | 1 Dozen | |  | |  |  |  |

Company Name Authorized Signature

Phone Number Print Name

Email Address

# SPECIFICATION WORKSHEET

Item Name: **"B' size11 New Potato**

Description (variety): Small round, no brown spots, no bruising

Size: 1" to 1 3/4 "diameter no larger than 2 1/4" diameter

Grade/Standard: U.S. No. l

Pack Size/Weight: 40 lb case

Price Quote: By case (by lb., dozen, case)

Ripeness: Premature Potato, w/no rotting

{Maximum/Minimal level of ripeness that will be acceptable)

Delivery/Frequency: July-November

Growing Preference: (Local Within a 125 mile radius preference or KY Proud 50 miles within state boarder. within Kentucky)

Other: 10-14 Days of Harvest

# SPECIFICATION WORKSHEET

Item Name: Apples - Gala, McIntosh, Cortland, Jonagold, Cameo, Grimes Golden, Winesap, Fuji, Golden Delicious, Yellow Delicious

Description (variety): Apples to be firm and fresh picked, no bruising, worm, or insect damage, to be unwashed and packed in clean, unused box.

Size: Minimum 2 7/8" - 2 ¾" diameter or larger.

Grade/Standard: US Utility

Pack Size/Weight: 80 -138 count ( vary by size/variety) Standard 40 pound box

Price Quote: Quote by the pound (and/or) Quote by the case. (by lb., dozen, case)

Ripeness: Fully tree ripened. (Maximum/Minimal level of

ripeness that will be acceptable)

Delivery/Frequency: August-November (Dependent on variety) Weekly or as ordered.

Growing Preference: (Local Within a 125 mile radius preference or KY Proud SO miles within state boarder. within Kentucky)

Other: Unwaxed Delivered within 10-14 days of harvest.

# SPECIFICATION WORKSHEET

Item Name: Sweet Corn

Description (variety): Fresh green husk with sild ends free of decay or worms. Ears should be evenly covered with plump, consistently sized kernels.

Size: Varies by Variety

Grade/Standard: U.S. No 1 or U.S. No2

Pack Size/Weight: 1 Dozen

Price Quote: By Dozen (by lb., dozen, case)

Ripeness: Fully field ripened. (Maximum/Minimal level of

ripeness that will be acceptable)

Delivery/Frequency: June-October

Growing Preference: (Local Within a 125 mile radius preference or KY Proud 50 miles within state boarder. within Kentucky)

Other: Delivered within 24 to 48 hours of harvest.

# SPECIFICATION WORKSHEET

Item Name: Watermelon

Description (variety): Melon should be ripe, with black seeds.

Size: 18-24 lbs

Grade/Standard: U.S. No. 1 or U.S. No2

Pack Size/Weight: Individual Melon

Price Quote: Individual Melon (by lb., dozen, case)

Ripeness: Fufly vine ripened; firm, symmetrical with color and shape typical of variety. (Maximum/Minimal level of

ripeness that will be acceptable)

Delivery/Frequency: July-October

Growing Preference: (Local Within a 125 mile radius preference or KY Proud 50 miles within state boarder. within Kentucky)

Other: Delivered 2-5 days of harvest.

# SPECIFICATION WORKSHEET

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item Name: |  | Tomatoes | | | |
| Description (variety): | Cherry-bright shiny skin, firm flesh, no bruising | | | |
| Size: | | Small | | | |
| Grade/Standard: | | US Combination | | | |
| Pack Size/Weight: | | 10 lb flat | | | |
| Price Quote:  (by lb., dozen, case) | | Quote by the flat | | | |
| Ripeness: (Maximum/Minimal level of ripeness that will be acceptable) | | Ripeness (90% ripe) | | |  |
| Delivery/Frequency: | | June-November |  | | |
| Growing Preference: (Local within Kentucky) | | Within a 125 mile radius preference or KY Proud 50 miles within state boarder. | | | |
| Other: | | Delivered within 2-7 days of harvest. | |  | |

**SPECIFICATION WORKSHEET**

|  |  |
| --- | --- |
| Item Name: | Tomatoes |
| Description (variety): | Round/slicer-bright shiny skin, firm flesh, no bruising. |
| Size: | Minimum 5x6 - 6x6 |
| Grade/Standard: | US Combination |
| Pack Size/Weight: | 10 lb carton  25 lb carton |
| Price Quote:  (by lb., dozen, case) | Quote by the carton |
| Ripeness: (Maximum/Minimal level of ripeness that will be acceptable) | Ripeness (90% ripe) |
| Delivery/Frequency: | June-November |
| Growing Preference: (Local within Kentucky) | Within a 125 mile radius preference or KY Proud 50 miles within state boarder. |
| Other: | Delivered within 2-4 days of harvest. |

**SPECIFICATION WORKSHEET**

|  |  |  |
| --- | --- | --- |
| Item Name: | Slicing Cucumbers | |
| Description (variety): | Fresh appearance, medium size, good shape, shiny or waxy surface, green color over at least two-thirds of the exterior. | |
| Size: | Medium | |
| Grade/Standard: | U.S. No. 1 or U.S. No.2 | |
| Pack Size/Weight: | 10 lb case | |
| Price Quote:  {by lb., dozen, case) | Quote by case/box | |
| Ripeness: (Maximum/Minimal level of ripeness that will be acceptable) | Fully Field Ripened |  |
| Delivery/Frequency: | May-October |
| Growing Preference: (Local within Kentucky) | Within a 125 mile radius preference or KY Proud 50 miles within state boarder. | |
| Other: | Delivered within 1-5 days of harvest. | |

**SPECIFICATION WORKSHEET**

Item Name: Green Bell Peppers

Description (variety): Peppers should be well formed, firm, glossy; rich green, red or yellow color; free from blemish or decay

Size: Medium

Grade/Standard: U.S. No.2

Pack Size/Weight: 10 lb containers

Price Quote: Quote by case/box (by lb., dozen, case)

Ripeness: Fully Field Ripened (Maximum/Minimal level of

ripeness that will be acceptable)

Delivery/Frequency: July-October

Growing Preference: (Local Within a 125 mile radius preference or KY Proud 50 miles within state boarder. within Kentucky)

Other: Delivered within 1-4 days of harvest.

# SPECIFICATION WORKSHEET

Item Name: Cauliflower

Description (variety): Clean; firm; compact heads; jacket leaves fresh, green and brittle; head creamy white.

Size: By number of heads per container 6 count, 9 count, 12 count, 16 count (smallest)

Grade/Standard: U.S. No. 1 or U.S. Commercial

Pack Size/Weight: 10 lb case 20 lb case

Price Quote: Quote by the box/case (by lb., dozen, case)

Ripeness: Fully field ripened (Maximum/Minimal level of

ripeness that will be acceptable)

Delivery/Frequency: May-November

Growing Preference: (Local Within a 125 mile radius preference or KY Proud 50 miles within state boarder. within Kentucky)

Other: Delivered within 24-48 hour of harvest.

# SPECIFICATION WORKSHEET

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item Name: | Cantaloupe | | | |
| Description (variety): | Melon should be well formed; surface covered with raised netting; creamy yellow color | | | |
| Size: | 4-6 lb melon | | | |
| Grade/Standard: | U.S. No. 1 U.S. No 2 |  | | |
| Pack Size/Weight: | Individual count in bags |
| Price Quote:  (by lb., dozen, case) | By individual unit | |  |  |
| Ripeness: | Fully vine ripened; ripe cantaloupe has typical order, and stem end yields to gentle | | |
| (Maximum/Minimal level of | pressure. | | |
| ripeness that will be |  | | |
| acceptable) |  | | |
| Delivery/Frequency: | July-October Weekly or as needed. | | |
| Growing Preference: (Local within Kentucky) | Within a 125 mile radius preference or KY Proud 50 miles within state boarder. | | | |
| Other: | Delivered within 24 to 48 hours of harvest. | | | |

**SPECIFICATION WORKSHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| Item Name: | Broccoli | | |
| Description (variety): | Firm compact clusters of small flowers or buds; no visible yellow; dark green or sage green with purple cast stalks, bright green about 5 inch in length | | |
| Size: | U.S. No. 1 or U.S. No.2 | | |
| Grade/Standard: | U.S. No. **1** or U.S. No.2 |  | |
| Pack Size/Weight: | 20 lb Case |
| Price Quote:  (by lb., dozen, case) | Quote by the box/case | |  |
| Ripeness: (Maximum/Minimal level of ripeness that will be acceptable) | Fully Field ripened | |
| Delivery/Frequency: | May-November weekly (or as ordered) | | |
| Growing Preference: (Local within Kentucky) | Within a 125 mile radius preference or KY Proud 50 miles within state boarder. | | |
| Other: | Delivered within 24-48 hour of harvest. | | |

**SPECIFICATION WORKSHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| Item Name: | Cabbage | | |
| Description (variety): | Clean: Heads should be reasonable sound and hard; heavy for size closely trimmed. | | |
| Size: | Large 3-6 pounds | | |
| Grade/Standard: | U.S. No. 1 or U.S. Commercial | | |
| Pack Size/Weight: | 20 lb box  40 lb box | | |
| Price Quote:  (by lb., dozen, case) | Quote by the box/case |  | |
| Ripeness: (Maximum/Minimal level of ripeness that will be acceptable) | Fully field ripened |
| Delivery/Frequency: | May-November Weekly (or as needed) | |  |
| Growing Preference: (Local within Kentucky) | Within a 125 mile radius preference or KY Proud 50 miles within state boarder. | | |
| Other: | Delivered within 24-48 hour of harvest | | |

## U.S. DEPARTMENT OF AGRICULTURE

**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion - Lower Tier Covered Transactions**

#### This certification is required by the regulations implementing Executive Order 12549, Debarment, and Suspension, 7 CFR 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

* + 1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    2. Where the prospective lower tier participant in unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

Company Name Bid Reference Number

Name and Title of Authorized Representative

Signature Date

**NON-COLLUSION STATEMENT**

I state that I am of \_

(Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

* + - 1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
      2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
      3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
      4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.
      5. My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.

{Signature}

{Title}

### STATEMENT OF SUBMISSION

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

Bidding Firm Contact Name

Address Contact E-mail

City, State, Zip Phone#

Printed name of Authorized Signatory Signature

\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Date

**Acceptance of Bid as Contract**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that if my bid is accepted and approved, this document represents a contract to accept the bid as submitted. I understand that upon approval by the KVEC board of directors, a copy of this signed contract will be returned to me along with an award letter.

*By signing this contract, the firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agrees to use only 100% domestically grown and processed products in accordance with the Buy American Provision in accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act; Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998.*

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Printed name of Authorized Signatory Signature

\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Date

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Dr. Jeff Hawkins Date

KVEC Executive Director