# Kentucky Valley Educational Cooperative

*On behalf of its participating member KVEC public school corporations listed below*

#### Request for Proposal

**Third Party Purchasing Services**

#### For Procurement of

**Cafeteria Food and Supplies – Commercial and Commodity**

**November 1, 2017**

**Participating KVEC public school corporations**:

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

Request For Information

Third Party Purchasing Services: Commercial and Commodity Cafeteria Food and Supplies

#### KENTUCKY VALLEY EDUCATIONAL COOPERATIVE

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# SECTION I

**Instructions to Service Providers**

## SECTION I – Instructions to Service Providers

#### INTENT

It is the intent of the **Kentucky Valley Educational Cooperative (on behalf of participating member public schools)** to solicit Sealed Responses from qualified Firms to secure a third party to perform purchasing services for food service food, supplies and materials that meet or exceed all State and Federal (relating to State and Local Government procurement a/k/a non-procurement program) procurement guidelines, regulations and laws for all Child Nutrition Programs.

#### PURPOSE

The purpose of this Request for Proposal (RFP) is to hire a third party to procure supplies, materials and equipment on behalf of **NWIESC participating member public school corporations** through a cooperative arrangement at competitive prices.

#### RFP COORDINATOR

The primary contact for this RFP shall be:

Ashley Parker

Kentucky Valley Educational Cooperative 412 Roy Campbell Dr., Hazard, KY 41701

Business Phone: (606) 436-3161

Facsimile Phone: (606) 439.1322

E-Mail: [ashley.parker@hazard.kyschools.us](mailto:ashley.parker@hazard.kyschools.us)

The primary contact shall hereinafter be referred to as the RFP Coordinator.

#### DUE DATE FOR PROPOSALS

Service Provider must submit a complete Response to this RFP, using the format outlined in Section V of this RFP. One (1) original and one (1) electronic response on disk shall be delivered to the Kentucky Valley Educational Cooperative 412 Roy Campbell Drive, Hazard, KY 41701 by **2:00 p.m. local time, on November 30, 2017, at which time the Proposals will be opened and the Service Providers identified and acknowledged.** Responses are to be in sealed envelopes and clearly marked: “Food Service Third Party Purchasing Services.” Responses received after the above deadline will be returned to the originator unopened. Mail allowances by the recipient will not be made beyond the specified time and date. **An RFP sent by facsimile or other electronic means will not be accepted.**

#### 1.4.1 Standard Forms and Contracts

Any forms and contracts the Service Provider proposes to include, as part of any agreement resulting from this response between the Service Provider and the Kentucky Valley Educational Cooperative must be submitted as part of the Response. Any forms and contracts not submitted as part of the response and subsequently presented for inclusion may be rejected. Notwithstanding the above, The Governing Board of Kentucky Valley Educational Cooperative shall have the final say over the form of the contract to be executed between the Service Center and the successful Service Provider.

#### ADDITIONAL REQUESTS FOR CLARIFICATION

Prospective Service Providers may request that Kentucky Valley Educational Cooperative clarify information contained in this RFP. All such requests must be made in writing to the RFP Coordinator. Kentucky Valley Educational Cooperativewill not respond to any requests for clarification received after **12:00 p.m. on November 20, 2017**. Kentucky Valley Educational Cooperative Area School’s response to any requests for clarification may be provided to all parties who have requested an RFP package.

#### ADDENDA TO THE RFP

If it becomes necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all parties who have requested an RFP package. All addenda shall become a part of the RFP. Each Service Provider should in its Response, to avoid any miscommunication, acknowledge all addenda, which it has received, but the failure of a Service Provider to receive, or acknowledge receipt of, any addendum shall not relieve the Service Provider of the responsibility for complying with the terms thereof. **Acknowledgment by the Service Provider should consist of returning a signed copy of each Addendum Cover Sheet as part of the Response.**

#### RIGHT TO REJECT

Kentucky Valley Educational Cooperative reserves the right to accept or reject any or all Responses in whole or in part and to waive any irregularities therein not mandated by law.

#### WITHDRAWAL

No Responses may be withdrawn for a period of thirty (30) calendar days following the Due Date of such Responses.

# SECTION II

**General Terms and Conditions**

## SECTION II – General Terms and Conditions

#### RESPONSE FORMAT

* + 1. **Response Forms**

Supplied with the RFP is a Service Providers Response Form. The form provides the format for the Response and must be completed and submitted for the Response to be considered. Exceptions to specifications must be noted on such Service Providers Response Form. **Also, Appendixes A through E attached hereto must be completed and submitted with the Response for the Response to be considered.**

#### Officer of Firm

Responses shall address all items completely and thoroughly in accordance with the format provided and shall be signed by an officer of the Firm with the authority to commit the Firm’s resources.

#### Withdrawal

The contents and commitments in the Responses shall remain firm for ninety (90) calendar days from the Due Date of such Responses.

#### RIGHT TO REQUEST ADDITIONAL INFORMATION

Kentucky Valley Educational Cooperative reserves the right to request any additional information that might be deemed necessary after opening the Responses.

#### POST-RESPONSES PRESENTATIONS

Kentucky Valley Educational Cooperative, in its sole discretion, reserves the right to request post-response presentations from all, some or none of the Service Providers.

#### INCURRED COSTS

Kentucky Valley Educational Cooperative is not responsible for any costs incurred by any Service Provider for any work performed relative to the preparation of a Response to this RFP or negotiation of a contract for services, including the costs for the preparation of the information solicited herein.

#### SCHEDULE DATES

The following is an anticipated schedule for the selection process. **Kentucky Valley Educational Cooperative** reserves the right to modify any part of this schedule:

|  |  |
| --- | --- |
| 1. Request For Proposal Issued | November 1, 2017 |
| 2. Deadline for Clarification Requests | November 20,2017 |
| 3. Due Date for Responses | November 30, 2017 |
|  |  |
| 4. Response Opening | November 30, 2017 |
|  |  |
| 5. Evaluation of Responses | November 30, 2017 |
|  |  |
| 6. Select Firm and Negotiate Contract | November 30, 2017 |
|  |  |
| 7. Request Board of Education Approval | December 1, 2017 |
| 8. Anticipated Contract Start Date | December 31, 2017 |

#### LICENSURE

Before a contract pursuant to this RFP is executed, the selected Firm must hold all applicable business and professional licenses, permits, etc. Kentucky Valley Educational Cooperative may require any or all Service Providers to submit evidence of proper licensure.

#### DISCLOSURE OF PROPOSAL CONTENTS

All Responses and materials submitted in response to this RFP shall become the property of Kentucky Valley Educational Cooperative. Selection or rejection of a Response does not affect this right. All Response information, including detailed fee for services, shall be held in confidence during the evaluation process, to the extent permitted by law. Upon the completion of the evaluation of Responses, the Responses and associated materials shall be open for review by the public. By submitting a Response, the Service Provider acknowledges and accepts that the full contents of the Response and associated documents may become open to public inspection.

#### CONTRACT REQUIREMENTS

Kentucky Valley Educational Cooperative considers this RFP legally binding and will require that this Request for Proposal and the resulting Firm’s Response be incorporated by reference into any subsequent contracts between the Firm and Kentucky Valley Educational Cooperative. It should be understood by the Firm that this means that the Kentucky Valley Educational Cooperative expects the Firm to satisfy all requirements listed herein. Exceptions should be explicitly noted in your Response. Lack of exceptions listed on the individual

Response Forms will be considered acceptance of all of the specifications as presented in this RFP.

Minimally, the contract must contain the following language:

1. Identification of Parties to the Agreement Clause – Both the Firm and Kentucky Valley Educational Cooperative shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third party unless the other party to the Agreement gives its prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.
2. Entire Agreement Clause – This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Kentucky Valley Educational Cooperative and Firm and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.
3. Applicable and Governing Law Clause – The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Indiana. All duties of either party shall be legally performable in Indiana. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Indiana.
4. Notices Clause – All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
   1. Actually received; or
   2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party; or
   3. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled “Identification of the Parties to the Agreement” or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

1. Effect of Regulation – Should any local, state, or national regulatory authority having jurisdiction enter a valid and enforceable order upon Kentucky Valley Educational Cooperative which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive Kentucky Valley Educational Cooperative of a material part of its Agreement with the Firm. In the event the order results in depriving Kentucky Valley Educational Cooperative of materials or raising its costs beyond that defined in this Agreement, Kentucky Valley Educational Cooperative shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to terminate the Agreement upon thirty (30) days written notice to the Firm. Should the Agreement be terminated under such circumstances, Kentucky Valley Educational Cooperative shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.
2. Independent Contractor – It is expressly agreed that the Firm is not an employee of Kentucky Valley Educational Cooperative, but an independent contractor.
3. General Indemnification – The Firm agrees to indemnify, defend and hold harmless Kentucky Valley Educational Cooperative, its Participants, successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of (I ) the negligent acts or willful misconduct of the Firm and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Firm; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the Firm under this Agreement. The Firm agrees to notify Kentucky Valley Educational Cooperative by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this Agreement.
4. Insurance – The Firm agrees to maintain at no additional cost to Kentucky Valley Educational Cooperative and participating public school corporations the following insurances until the termination of services under this Agreement (see Insurance Certificate attached hereto):
   1. Workers’ compensation coverage that meets or exceeds legal requirements;
   2. Professional liability insurance coverage with minimum limits of

$1,000,000.00; and

* 1. A minimum Commercial General Liability limit of $1,000,000.00.

With respect to any of the insurance policies provided by the Firm pursuant to this Agreement which are “claims made” policies, in the event at any time any such policies are cancelled or not renewed, the Firm shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provides for retroactive coverage to the date of cancellation or non-renewal to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior “claims made” policy(ies). With respect to all “claims made” policies, which are renewed, the Firm shall provide coverage retroactive to the date of commencement of work under this Agreement.

1. Contract Duration – Kentucky Valley Educational Cooperative intends to enter into a contract with an effective date of August 14, 2013 through August 13, 2014. Kentucky Valley Educational Cooperative reserves the right to annually extend the Agreement for an additional year up to no more than five (5) years in total. Extensions will be effective through an amendment to the Agreement.
2. Right to Terminate for Breach – Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Upon termination of this Agreement by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement.
3. Right To Terminate For Convenience – Kentucky Valley Educational Cooperative shall have the right to terminate this Agreement for any reason upon a ninety (90) day advance written notice to the Firm.
4. Personnel – Service Provider shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Kentucky Valley Educational Cooperative reserves the right, in its sole discretion, to remove or change any of Service Provider’s personnel. Prior to actual removal and/or substitution, Kentucky Valley Educational Cooperative shall notify the Service Provider of its intent to remove such employee and the Service Provider shall replace such employee as soon as reasonably possible with an employee which the Kentucky Valley Educational Cooperative deems acceptable.
5. FOB – All prices must be Freight On Board (“FOB”) to participating member Northwest Indiana public school corporations, inclusive of Special Requirements.

#### SELECTION CRITERIA

The Bidders will be analyzed and evaluated based upon the following selection criteria:

#### Section IV Appendices

Appendix A 1 point possible

Appendix B 1 point possible

Appendix C 1 point possible

Appendix D 1 point possible

Appendix E 1 point possible

#### Section V Service Providers Response Form

1. Fee Proposal and Benefits of the Bidder’s Organization 20 points possible
2. Qualifications, Financial Stability and Experience of Bidder 25 points possible
3. Distribution and Value Added Incentives 20 points possible
4. Contract Sourcing Performance and References of Bidder 30 points possible

# SECTION III

**Third Party Purchasing Services**

## SECTION III – Third Party Purchasing Services

#### GENERAL DESCRIPTION

It is the goal of Kentucky Valley Educational Cooperative on behalf of its participating member school corporations to find a qualified Firm to secure a third party to perform purchasing services that meet or exceed all State and Federal (relating to State and Local Government procurement a/k/a non-procurement program) procurement guidelines, regulations and laws for all Child Nutrition Programs and to allow Kentucky Valley Educational Cooperative participating member school corporations to procure food, supplies, materials and equipment through a group purchasing service at competitive prices.

#### PROJECT SCOPE

The successful Service Provider will be required to:

* + 1. Perform the bidding process for food, supplies, materials, equipment and related services germane to the food service operation that will meet all Federal and State procurement standards.
    2. Provide an acceptable electronic method to analyze bids and keep track of orders, rebates, deliveries, invoices, and quarterly reports.
    3. Provide market basket methods of purchasing items which change daily or weekly, such as fresh produce and box beef, etc.
    4. Provide the capability for certified public accountants to audit Distributors on behalf of Kentucky Valley Educational Cooperative and participating school corporations once bidding and contracts are issued.
    5. Provide fee structure for your service (see question 21).
    6. Provide contracts, pricing and information, catalogues, search information, technical information, etc. via a web.
    7. Provide field staff to assist listed participating member school corporations.
    8. Provide manufacturer incentives in which savings or discounts are passed directly along to participating member public school corporations.
    9. Provide the capabilities to procure distribution of USDA Commodity Products, both Processed and Non Processed.
    10. Provide to participating member school corporations copies of all procurement documents, including advertising schedules, issued on their behalf.
    11. Provide member based input and evaluation of cafeteria food and supply bid responses prior to award.

# SECTION IV

**Appendixes**

NW Indiana Educational Service Cenler

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Third Party Purchasing Services

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**APPENDIX A**

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 Part 3017, Section 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.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, 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 is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Organization Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PR/Award Number or Project Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Authorized Representative

Signature Date

KY Valley Educational Cooperative

SECTION IV

Request For Information

Third Party Purchasing Services

#### APPENDIX B

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

KY Valley Educational Cooperative

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**APPENDIX C**

**CERTIFICATION REGARDING LOBBYING**

**INSTRUCTIONS:** To be completed and submitted **ANNUALLY** by I) any child nutrition entity receiving Federal reimbursement in excess of$ I 00,000 per year and 2) potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds $ I 00,000.

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

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

The undersigned certifies, to the best of his or her knowledge and belief that:

I.) 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 and 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 the awarding of a Federal Contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

1

'

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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

|  |  |  |
| --- | --- | --- |
| Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of  $100,000: | | Agreement Number: |
| Address of School Food Authority: | Date: | |
| Printed Name and Signature of Submitting Official: |

|  |  |  |  |
| --- | --- | --- | --- |
| Names of Food Service or Vendor/Contractor |  | | |
| Printed Name and Title: | | Signature: | Date: |

Request For Information

Third Party Purchasing Services

**APPENDIX D**

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**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

|  |  |  |  |
| --- | --- | --- | --- |
| 1. **Type of Federal Action:**   a. contract  \_\_\_\_ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | 1. **Status of Federal Action:**   a. bid/offer/application  \_\_\_\_\_ b. initial award  c. post-award | | 1. **Report Type:**   a. initial filing  \_\_\_\_\_ b. material change  **For material change only:**  Year \_\_\_\_\_\_\_ quarter \_\_\_\_\_\_\_  Date of last report\_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Name and Address of Reporting Entity:**   \_\_\_\_ Prime \_\_\_\_\_ Subawardee  Tier\_\_\_\_\_\_, if Known:  **Congressional District*,*** *if known***:** | | 1. **If Reporting Entity in No. 4 is Subawardee,**   Enter Name and Address of Prime:  **Congressional District*,*** *if known***:** | |
| 1. **Federal Department/Agency:** | | 1. **Federal Program Name/Description:**   CFDA Number, *if applicable*: \_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. **Federal Action Number,** *if known:* | | 1. **Award Amount**, *if known:*   **$** | |
| **10. a. Name and Address of Lobbying Registrant**  *(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*  *(last name, first name, MI):* | |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Print Name: \_\_\_\_\_**  **Title: \_\_\_\_\_**  **Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_** | |
| **Federal Use Only** | | **Authorized for Local Reproduction**  **Standard Form - LLL (Rev. 7-97)** | |

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**APPENDIX E**

### NONCOLLUSION AFFIDAVIT TO BE

**EXECUTED BY SERVICE PROVIDER AND SUBMITTED WITH PROPOSAL**

**ST ATE OF KENTUCKY** )

)

**PERRY COUNTY** )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , being first duly sworn, deposes and says that he or she is \_\_\_\_\_\_\_\_\_\_\_ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Service Provider has not directly or indirectly induced or solicited any other provider to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Service Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other provider, or to fix any overhead, profit, or cost element of the bid price, or of that of any other provider, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all

statements contained in the proposal are true; and, further, that the Service Provider has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of Kentucky that the foregoing is true and correct.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name of Firm Signature(Firm)

Subscribed and sworn to before me this\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Notary Public

County of Residence: **\_**

This form must be completed and submitted with your bid package.

# SECTION V

**Service Providers Response Form**

## SECTION V – Service Providers Response Form

#### RESPONSE FORMAT

* + 1. **Response Forms**

Supplied with the Request for Proposal is a Response Form. The form provides the format for the Response and must be completed and submitted for your Response to be considered.

#### Font Size

The Response shall be simple and in an 8 ½” x 11” format. The text shall be concise, with emphasis placed upon completeness and clarity.

#### Supplemental Information

All supplemental information is optional and, if included, should be presented as an attachment to your Response.

#### Responses

All hard copy responses must be accompanied with an electronic version of the Request for Proposal.

#### SERVICE PROVIDERS RESPONSE FORM

**REQUEST FOR PROPOSAL FOR**

**THIRD PARTY PURCHASING SERVICES**

**DATE**:

|  |  |
| --- | --- |
| **NAME OF FIRM:** |  |
| **ADDRESSES OF ALL FIRM** | **OFFICES:** |

#### Fee Proposal and Benefits of the Bidder’s Organization

* + - 1. Provide a detailed fee structure for your services. Include any fees related to volume, number of students, and number of school delivery locations or other levels of membership. Include any administrative fees charged to manufacturers and/or distributors that would not be passed back to the participating Northwest Indiana public school corporations.
      2. Describe any commitment requirements associated with membership fees.
      3. Provide the distribution cost for delivered processed commodities, including net off invoice, rebate and modified fee for service items, which are included in the firm commodity prices currently under contract.
      4. Describe your Firm in terms of philosophy and growth strategy related to the provision of GPO services. Highlight any new or upcoming services, business model changes or governance changes
      5. Describe what differentiates you from you competitors in the market.
      6. Describe the roles and responsibilities of your advisory committees.
      7. Describe your ability to provide field staff to assist participating school corporations in resolving issues.
      8. What are the major strengths your Firm will bring to participating school corporations?
      9. Describe your participation, involvement and support of the Indiana School Nutrition

Association and the national School Nutrition Association. Include your Firm’s specific service mission to support the K-12 Education market.

#### Qualifications, Financial Stability and Experience of the Bidder

1. Give a brief history of your Firm:

 Company size and history;

 Resumes of key personnel;

 Scope of clients serviced and/or members;

 Annual dollar amount of current contracts negotiated; and

 Other information that would qualify your Firm to meet the needs of participating NW Indiana public school corporations.

2.

Please attach a current audited financial statement, balance sheet and evidence of all current general liability and errors and omissions insurance carried by your Firm.

1. List any actions taken by any regulatory agency resulting in litigation involving the Firm or its agents or employees with respect to any work performed in the last ten (10) years, including outcomes relating thereto.
2. List all insurances that the Firm has that would be applicable to its services.
3. Describe, in detail, your capabilities for certified public accountants to audit vendors or distributors on behalf of **participating school corporations** once bidding and contracts are issued.
4. Describe your Firm’s familiarity with Federal and State procurement requirements and how your Firm ensures compliance with such procurement requirements to include 7CFR210.21 (f), 215.14 (a) and 220.16 (e).
5. Describe your Firm’s experience in writing Request for Proposals for procurement of supplies, materials and equipment.
6. Describe your Firm’s evaluation and contract award process.

1. Describe, in detail, your capabilities for certified public accountants to audit vendors or distributors on behalf of **participating school corporations** once bidding and contracts are issued.
2. Describe contract search capability for members via your Firm’s website.

#### Distribution and Value Added Incentives

1. Describe, in detail, the Distributor’s method for tracking orders, rebates, deliveries and invoices.
2. Describe how these savings/discounts will be tracked, computed and passed on to participating member school corporations.
3. Describe additional rebates, discounts and incentives and how these savings are passed on to participating member Northwest Indiana School Corporations.
4. Would participating member Northwest Indiana School Corporations have access to electronic order placement? If yes, please describe.
5. Describe how your Firm addresses the following in distribution contracts:
6. Would participating member Northwest Indiana School Corporations have the capability of ordering USDA Commodities year round? If not, describe blackout dates.
7. What is the currently contracted Distributor’s fill rate for schools?
8. Describe the currently contracted Distributor’s delivery service. Factors in this detail should include number of available delivery days per week, delivery time windows, order lead time and required minimum order amounts.
9. Describe the currently contracted Distributor’s customer service philosophy and available support and resources for the K-12 Education market.

#### Contract Sourcing Performance and References of Bidder

1. Provide a list of ALL currently active contracts for Cafeteria food and supplies, including expiration dates. Group contracts by category.
2. Provide a price list for ALL items included in contracts listed above in effect as of April 2013. Include brand, pack size and price per case.
3. Describe the method of pricing in these contracts, i.e. firm price, fixed fee, cost plus percentage, etc.
4. What is the length of firm pricing in these contracts?
5. How does your Firm measure compliance with USDA and the State of Indiana procurement policy?
6. Please provide at least three (3) school customer references, including name of contact person, title, address and telephone numbers.
7. Please provide any other pertinent information about your Firm, which you feel is important for consideration.

#### Send substantiating documentation, where applicable.

**ACKNOWLEDGEMENT**

The undersigned hereby agrees that the Response to this RFP is a legal and binding offer and the undersigned, on behalf of its Firm, agrees to furnish and deliver the services in accordance with the terms, conditions and prices herein quoted.

FIRM NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Manual Signature-unsigned bids will be rejected)

PRINT NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ADDRESSES:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**This form must be submitted with your Response.**