

Pulaski County Board of Education

Post Office Box 1055
Somerset, KY 42502
Phone 606-679-1123

INVITATION TO BID

501 University Drive
Somerset, KY 42503
Fax 606-451-3003

Reference Number: PCBOE 16-17 FS7

Bid Title: Food Service 2016-17

Date Bid is Due: May 31, 2016

Time Bid is Due: 2:00PM

Date Bid Information Released: May 11, 2016

Advertised: May 11 – May 31, 2016

PERIOD OF CONTRACT

The period of this contract shall be from July 1, 2016 - June 30, 2017 with the option to renew for 2 additional one year periods if it is agreeable between all parties.

The Pulaski County Board Of Education invites you to submit a sealed bid for commercially purchased foods, meats, and supply items (hereinafter referred to as Food Service) for Pulaski County schools in accordance with the general conditions and detailed specifications of this bid. Bids must be received at the Pulaski County Board Of Education office at 501 University Drive, Somerset KY 42501, not later than the specified bid opening date and time.

TIME AND PLACE OF BID OPENING

Bids will be opened at the PCBOE office at 501 University Drive, Somerset KY 42501 at the Bid Opening Date specified above. All bids must be received by the date and time designated and none will be considered thereafter. Failure to have bid in prior to the date and time designated for the bid opening will automatically prevent the reading of your bid and such bids will be returned to the bidder. At the specified time, all bids will be opened and the name of each bidder will be read aloud. Any interested parties may attend. No immediate decision will be rendered concerning the bids submitted. **Faxed submissions will NOT be accepted.**

BID TABULATION

Tabulations will be made by PCBOE staff and each responding bidder will be mailed a formal tabulation after the Board has taken official action.

CLARIFICATION

For clarification or additional information relative to this Invitation contact the Pulaski County Food Service Department at 501 University Drive or phone (606) 679-1123.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

These General conditions and Instructions apply to all bids submitted, except to the extent they may be modified by the bid offered. Any deviations or exceptions are to be explained as a part of the bid offer.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

By my signature on the bid certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation); That the costs quoted in the attached bid or bids responding to the Pulaski County Board Of Education Food Service Invitation to Bid are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

That contents of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bid or bids; That the bidder is legally entitled to enter into contracts with Pulaski County Board Of Education 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);

That I understand the Pulaski County Board Of Education bidding process is conducted consistent with KRS Chapter 45 A, the Model Procurement Code and that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with KRS Chapter 45 A, the Model Procurement Code.

CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION

I certify on behalf on myself, the company and its key employees that neither myself, the company or its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

TERMS AND CONDITIONS

1. Bid Forms: Bidders must obtain the official bid documentation including the bid certification and the bid form from the Pulaski County Board Of Education. Bidder must show cost for each item on the provided bid form. The bidder must then enter the brand, vendor item number, and the cost per item on the bid form. Optional information is requested, but bid will not be rejected if these items are not supplied. Bidders should list flavors or assortments, where appropriate, on a separate page. The completed Bid Form must be returned with the Bid Certification. By executing the Bid Certification, the bidder acknowledges that he has read this invitation, understands it, and agrees to bind by its terms and conditions.

2. Correction of Mistakes: Bidders are cautioned to re-check their bid for possible errors. No bid can be corrected, altered, or signed after being opened. All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Errors discovered after public opening cannot be corrected and bidder will be required to accept award if offered.

3. Error in Bid: No bid will be altered, or amended after the specified time and date set for the bid opening. The Pulaski County Board Of Education reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest.

4. Withdrawal of Bid: All bids be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study and acceptance by the Pulaski County Board Of Education. A bidder may withdraw his bid after it has been submitted only if a written request is submitted for its withdrawal to the Pulaski County Board Of Education.

5. Return Instructions: Submit one (1) copy of the completed Bid Certification, Bid Form, and Printout of the Bid in a properly addressed sealed envelope. All envelopes should be CLEARLY marked Pulaski County Food Service Bid with the bid reference and opening date printed on the outside of the envelope as they appear on the Bid Invitation. The bidder should retain a duplicate copy. Bidders may keep all other pages for their files. An officer or member of the bidding firm who is authorized to legally bind the firm must sign the bid certification. The Bid Certification must be submitted with an original signature. The Bid Invitation Forms must be used without alterations. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on Pulaski County Board Of Education's official forms. Bids submitted on company forms may be rejected.

6. Addendums: Pulaski County Board Of Education may issue an addendum to the bid after the bid has been released. In no instance will an addendum be issued within five (5) working days prior to the bid opening.

7. Contract Period: The bid will be awarded for one year with the bid period being split into 6-month bid periods. The first bid period will be from July 1, 2016 through December 31, 2016; the second bid period will be from January 1, 2017 through June 30, 2017. The contract may be renewed on an annual basis if it is in agreement by all parties, for two additional one year periods. The determination to renew the contract beyond the initial year shall be determined in part by the performance of the contractor as reflected by monthly performance evaluations conducted by district personnel. The bid will not be automatically extended beyond any current year unless expressly approved by Pulaski County Board Of Education.

8. Pricing: Pulaski County Board Of Education will award all items based on a price, quality, and student acceptance.

9. Quantities: It shall be understood that any contract established as a result of this Bid Invitation will not obligate Pulaski County Board Of Education or its member school districts or schools to receive any quantity in excess of actual requirements.

10. Nutritional Information: The successful bidder shall provide upon request by the Food Service Director, the most recent nutritional data, meal contributions, and for the purpose of food allergies, ingredient labels of any products that may contain the following: soy, nuts, corn, peas, red food dye, strawberries, milk, fish, shellfish, or egg. This information must be provided no later than 35 days from the date of request.

11. Liability: The contractor will hold Pulaski County Board Of Education and its participating schools 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 contractor.

12. Recalls: The contractor shall notify Pulaski County Board Of Education and its participating districts immediately of any products recalls. Any products that have been recalled and have been delivered shall be issued a credit and/or a comparable substitute immediately.

13. Review: After the public opening of proposals received from the Bid Invitation, Pulaski County Board Of Education staff and school officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. If necessary, school districts may purchase from the apparent low bidder pending approval by the Pulaski County Board Of Education. If a bidder leaves an item blank then that shall be cause for a "no bid" on that item.

14. Award: After the review of the bid the Pulaski County Board Of Education will award a contract to the successful bidder.

CRITERIA FOR EVALUATION OF BID

The bidder's ability to meet Pulaski County Board Of Education's requirements will be an important consideration in the evaluation of this bid. Pulaski County Board Of Education may inspect the bidder's facilities to ensure that the bidder can provide the necessary services specified under this agreement.

Sufficient inventory must be maintained by the vendor during the agreement period in order to meet the requirements of Pulaski County Board Of Education. Compatibility of items presently in use with the Pulaski County Board Of Education districts will be a consideration in the award of this agreement. The Bid Coordinator, or duly authorized person, will undertake an investigation, if necessary, to determine the ability of the bidder to meet the specifications as outlined in this bid document.

The recommendation to the Board will be based on best value which would include price, best service record, best quality, and preference by students. Pulaski County Board of Education reserves the right to select and to award the contract by whatever method it chooses.

15. Usage Reports: Usage reports in electronic format shall be issued to Pulaski County Board Of Education every six (6) months during the period of the bid. Contractor shall compile usage reports by district and school in a format provided by Pulaski County Board Of Education. The reports shall indicate the total orders delivered by individual bid item and non-bid items. Failure to provide usage reports may be cause to remove the contractor from future bid participation.

Since the usage report data is useful to both Pulaski County Board Of Education and the contractor, it is of benefit of both parties to share this information.

16. Delivery Time: Acceptable delivery times will be between 6:30 a.m. and 4:00 p.m. Deliveries are to be made to individual schools on a weekly basis. The delivery dates and times shall be scheduled with each School Food Service Director. School Food Service Directors may request additional deliveries or special arrangements from time to time and contractor shall respond with no extra charge.

17. Delivery Procedures: Drivers and helpers shall deliver merchandise into designated storage areas. Drivers or helpers shall not be required to store merchandise on shelves. Drivers may request the authorized school receiver to verify the accuracy of quantities delivered. Shortages, damages and substitutions shall be noted by the driver to the receiver and noted on the delivery ticket.

It is understood that deliveries are not to be made when school is not in session with exception of the opening of school. Calendars will be provided to the successful bidders to designate off-school days. When school is cancelled because of inclement weather or any other emergency and the delivery truck is already in route, upon arrival the company driver must contact the School Food Service Director by telephone for instructions. The school system reserves the right to accept the delivery, authorize another acceptance

signature, or to return the delivery. If the truck has not left the distributor's warehouse, the delivery will be made on the next day that schools are re-opened unless notified otherwise.

18. Transmittal of Orders: Distributor shall issue purchasing guides to Pulaski County Board Of Education.

19. Menus: Upon request, the School Food Service Director can be asked on a voluntary basis to supply a copy of the monthly planned menus to the successful bidder's sales representative. It is understood that the menus are only to be used for guidance purposes by the successful bidder and in no way guaranteed.

20. Payment: The Pulaski County Board Of Education shall be responsible for making payment to the contractor. The Pulaski County Board Of Education pays bills only after approval from the Board of Education, which meets monthly.

21. Warning and Termination of Contract: Pulaski County Board Of Education may terminate the contract if the contractor fails to perform at the service level specified in the bid document. Contracts may be terminated at any time, on 30 days notice upon the mutual agreement of both parties or upon the discretion of the Pulaski County Board Of Education, in a shorter period of time, if the terms of the contract are violated in any way. In the event of termination, the schools shall not be liable to any costs other than the cost of items delivered and accepted prior to the termination date. The contractor may terminate the contract if the Pulaski County Board Of Education fails to meet mutually agreeable and specified payment terms.

Each party shall follow the following procedure if the contract is to be terminated:
Step 1. Issue a warning letter outlining the violations and stat the length of time to correct the problem(s).
Step 2. Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.
Step 3. Issue letter to cancel contract.

In the event the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of the contract impossible, the contractor shall not be held liable by the Pulaski County Board Of Education.

22. Item Substitution and Out-of-Stocks: It is an expectation that all individual items bid are to be stocked items. If a contractor is temporarily out of stock of a particular item, the Food Service Director must approve any substitution.

Failure of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Pulaski County School Food Service Director, or failure to make replacements of rejected articles when so requested, or continues to be unable to secure the bid item, the Pulaski County Board Of Education at its sole discretion, may purchase a product of equal or greater quality from another source. On all such purchases, the

Contractor shall be responsible and liable for the difference in cost between the amount paid for the substituted product and the amount which would have been paid the contractor. The contractor's argument that an item could have been purchased at a lower price shall not have merit.

23. Exclusivity: The Pulaski County District agrees to use the awarded contractor as an exclusive source for the various items and services listed on the Bid Form. The only anticipated exceptions would be in time of emergency.

24. Purchase of Food and Non-Food Items not specifically provided in the Bid Form:

A. Pulaski County Board Of Education may exercise the right to purchase all non-bid items from the contractor that has been awarded the contract.

B. Pulaski County Board Of Education will submit a list of non-bid items to the awarded contractor. Awarded contractor should respond with a firm quote within two weeks. Non-bid items shall be quoted at cost and shall be subject to the same auditing provisions as bid items. The initial quote on non-bid items shall become the official bid price for the remainder of the-bid period for which it was quoted.

25. Access to Records: All contracts over \$10,000 awarded by Pulaski County Board Of Education shall include the right of Pulaski County Board Of Education, the Kentucky Department of Education, USDA, the Comptroller General of the United States, or any of the duly authorized representatives to have unrestricted access to any books, documents, papers, records of the contractor which are directly pertinent to the awarded contract for the purpose of making audit, examination, excerpts, and transactions.

26. Penalty: The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to delivery 100% of the items on this list — within 10 business days — shall be considered a default.

27. Internet Based Ordering System: System shall be available for use 24 hours a day 1 7 days a week and provide real time information including a complete listing of the contractor's product catalog. Users shall be able to place orders with bid pricing, create standard order templates, view purchase history and .invoice detail, and obtain nutritional information for each product.

28. Service Area: Contractor must be able to provide-service to schools in Pulaski County.

29. Standard Contract Conditions:

A. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.

B. Contractors providing services under this bid invitation herewith assure Pulaski County Board Of Education they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

C. Contractors shall comply with the Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).

D. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.

E. Contractor shall comply with applicable federal state, and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with the contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, age, religious creed, sex, national origin, or handicap.

F. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. Pulaski County Board Of Education and its school districts, its authorized agents and/or state/ or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is progress, records shall be maintained until stated matter is closed.

G. Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187(h), Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA list of violated facilities.

H. By signing this document, the contractor 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 contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

I. Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of Pulaski County Board Of Education school district, 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 school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment to fine in accord with stat and/or federal laws.

J. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092- 61.096, and KRS 42.990.

K. The provisions of KRS 365.080 and KRS 365.090 which permit the regulation of resale price by contract, does not apply to sale to State.

L. The bidder is fully knowledgeable of KRS 45A.335-45A.490, Kentucky Model Procurement Code, including the provisions for violation of the Code. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of Pulaski County Board Of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees that are designed to secure a public contract for supplies or services.

K. “And JUSTICE FOR ALL”

In accordance with Federal law and U.S. Department of Agriculture policy, Pulaski County Board of Education will not discriminate on the basis of race, color, national origin, sex, age, or disability.

All Contracts: Energy Policy and Conservation Act (PL 94-163); Provisions of the Occupational Safety and Health Act and the standards and regulations issued there under; Provisions of the Fair Labor Standards Act.

In accordance with Federal law and U.S. Department of Agriculture policy, Pulaski County Board of Education will not discriminate 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 Avenue, SW, Washington, DC 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) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**PULASKI COUNTY BOARD OF EDUCATION FOOD SERVICE LINE
ITEM BID CERTIFICATION - FOOD - 2016-2017**

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 Pulaski County Board Of Education of 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.

We offer a DISCOUNT for payment of bills of _____% for payment within _____ Days.

Non-Bid Items —We require _____ days lead time for delivery of non-bid items.

Please circle Yes or No for each statement below.

Bidder can provide service to all schools in the Pulaski County School District... YES or NO

Bidder will provide an Internet Based Ordering System.... YES or NO

Bidder has provided service to Kentucky schools for a minimum of 5 years... YES or NO

Bidder will provide a toll-free order line.... YES or NO

If Yes, list toll free number _____

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone Number

Fax Number

Address

City, State, Zip