



KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)

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(606) 928-0205

www.kedc.org

*** * * REQUEST FOR PROPOSAL * * ***

REFERENCE:	PV-BAKERY-2025
PUBLIC NOTICE DATE:	JUNE 12, 2025
OPENING DATE & TIME:	JULY 10, 2025, 2:00 PM EASTERN
CONTRACT PERIOD:	AUGUST 01, 2025 -JULY 31, 2026
ITEMS:	FRESH BAKERY

The Kentucky Educational Development Corporation (KEDC) Board of Directors solicits sealed proposals that would, if accepted by the KEDC Board of Directors or its designee, establish a contract, with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the proposal specific terms and conditions for the use of the KEDC Nutrition Purchasing Group.

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STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR RESPONDENTS: These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. KEDC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and proposal specific terms the proposal specific terms will govern.

KEDC is utilizing the online procurement services of PurchasePros to facilitate this solicitation. PurchasePros has an online interface that creates a confidential and encrypted electronic submission. Submission requires that each respondent has an updated vendor account. Instructions on how to register as a new vendor or update an existing account and complete the submission process can be found at www.purchasepros.net/bid-opportunities. For assistance with registration or technical questions regarding the online interface contact info@purchasepros.net. Tabulation will be made by KEDC staff and, after the KEDC Board or its designee has taken official action, will be posted to the www.purchasepros.net website.

Submit all proposals and any attachments via the online application. No other form of submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Proposals submitted on company forms are subject to rejection. The respondent acknowledges that the respondent has read this invitation, understands it, and agrees to abide by its terms and conditions.

2. CLARIFICATION : For clarification or additional information relative to this invitation contact the KEDC Member Services Team by email at memberservicesteam@kedc.org or phone (606) 928-0205.
3. PROCUREMENT CONSIDERATIONS : KEDC conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations, and rules.

It is the clear intention of KEDC to foster all procurement transactions in a manner to provide to the maximum extent practicable, open, and free competition (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135).

KEDC shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made by KEDC to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by KEDC shall ensure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All KEDC solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by the respondent.

A contract will be entered into by KEDC with only responsible respondents who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a respondent's integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. KEDC shall follow the principles of cost analysis in the review and evaluation of proposals to determine if the respondent meets the requirements or reasonableness, allocability, and allowability.

4. AUTHENTICATION OF PROPOSAL AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the proposal certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:
- a. I am the respondent (if respondent is an individual), a partner in the respondent (if the respondent is a partnership), or an officer or employee of the responding corporation having authority on its behalf (if the respondent is a corporation).
 - b. The costs quoted in the response are correct and have been arrived at by the respondent independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the request for proposals, designed to limit independent competition.
 - c. The contents of the proposal have not been communicated by the respondent, or its employees, or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal. Respondent certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The respondent certifies that collusion is a violation of federal law and can result in fines, prison sentences and civil damage awards.
 - d. The respondent is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of KEDC or member institution, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
 - e. The KEDC solicitation process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code, and that the contents of the response and the actions taken by the respondent in preparing and submitting the response comply with above sections of the Model Procurement Code.
5. CERTIFICATION REGARDING LOBBYING : The respondent certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The respondent shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to KEDC.
6. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION : The contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By electronically signing and submitting a proposal, the respondent certifies as follows:

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

7. ERROR IN PROPOSAL : No proposal may be altered or amended after the specified time and date set for the opening. The KEDC Board or its designee reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest. KEDC may allow the withdrawal of a proposal where there is a patent error on the face of the document, or where the respondent presents sufficient evidence, substantiated by worksheets, that the proposal was based upon an error in the formulation of the price.
8. WITHDRAWAL OF PROPOSAL : All proposals shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, and consideration by the KEDC Board or its designee. The respondent may withdraw a proposal, without prejudice, prior to the published opening date.
9. ADDENDA : KEDC may issue addenda to the solicitation after its release.

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

Any actual or prospective respondent, who is aggrieved in connection with this solicitation or selection for award of a contract, may file protest with the Office of the Executive Director of KEDC. A protest or notice of other controversy regarding the solicitation must be filed prior to the opening. A protest or notice of other controversy regarding an award must be filed within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

Chief Executive Officer
KEDC
904 Rose Road
Ashland, KY 41102
(606) 928-0205

The KEDC Board of Directors or its designee shall issue a decision in writing. A copy of that decision shall be furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the KEDC Board of Directors shall be final and conclusive.

11. **PRE-QUALIFICATION**: KEDC reserves the right to pre-qualify any respondent, especially those which have not previously participated in the KEDC procurement program. Criteria for qualification shall include:

- a. **Product Line**: The respondent shall provide proof that all items submitted are in stock or quickly obtained.
- b. **Physical Facilities** - Respondent must have the warehouse facilities required to safely and securely store the products required by these specifications. All food service distributors must maintain refrigeration facilities used for storing chilled and frozen products that meet recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and chilled food shall comply with AFDOS code as recommended by the Federal Food and Drug Administration. KEDC reserves the right to prequalify any or all respondents and to reject any respondent not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of food items requested in these specifications. The facilities and operating practices must, remain in compliance with the United States Food, Drug, and Cosmetic Act, as well as any State and Local Statute, Regulation or Ordinance.
- c. **Financial Capacity** - The potential respondent shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
- d. **Service Level** - If KEDC does not have adequate historical data to determine the respondent's ability to comply with the service level requirement outlined in this solicitation, then three letters of reference from previous school district customers shall be provided.
- e. **Past Performance** – The respondent must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.

12. REVIEW: After the public opening of proposals received from the solicitation, PurchasePros staff and member officials will review the results, develop a preliminary tabulation, and may contact the respondent for the purposes of clarification or to cure administrative irregularities.
13. NON-ASSIGNABILITY OF AWARD: The awarded respondent cannot convey this contract to its successors or assigns without the prior, express approval of the Board of Directors of KEDC or its designee.
14. PIGGYBACK: KEDC reserves the right to extend the terms, conditions, and prices of the awarded respondent to other Child Nutrition Program sponsors who express an interest in participating in any contract that results from this solicitation. Each of the piggyback Institutions will issue their own purchasing documents for purchasing goods. The respondent agrees that KEDC shall bear no responsibility or liability for any agreements between the respondent and the other Institution(s) who desire to exercise this option. Piggyback contracts may not extend beyond the contract date established by KEDC. Participation by other institutions may not result in a material change to the contract. Material change is defined as a greater than 10% increase in sales volume compared to the previous year. Piggyback users will become part of the contract at the next renewal and will not count toward the material change provision outlined above.
15. TRANSMITTAL OF ORDERS: KEDC shall issue purchasing guidelines to members. The members will use formal purchase orders in ordering from the awarded respondent. The successful respondent acknowledges that orders from KEDC members transmitted from KEDC's office on the member's behalf are acceptable. The successful respondent may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually arrived schedule developed between the members and the awarded respondent. The respondent shall accept orders electronically from KEDC and/or members.
16. QUANTITIES: It shall be understood that any contract resulting from this solicitation will not obligate KEDC or its members to purchase from the contract.
17. WARRANTY: The awarded respondent shall make available and honor all manufacturers' warranties, standard and extended, to all KEDC members.
18. HEALTH PRECAUTIONS: Any employee or subcontractor of the awarded contract holder must abide by all posted safety guidelines when on premise (e.g., temperature checks, wearing a mask, etc.). Should an employee or subcontractor show signs of a fever, the member may refuse entry.
19. RECALLS: The awarded respondent shall notify KEDC and its members immediately of any product recalls. The awarded respondent will issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded respondent.
20. RETURNS: The successful respondent must provide a Return Material Authorization within one working day of the request by a KEDC member. Returned materials must be restocked at no charge to the member (special order, perishable, and custom crafted items excluded).
21. LIABILITY: The awarded respondent agrees to protect, defend, and save harmless KEDC and members from any suits or demands for payment that may be brought against it for the use of any patented

material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded respondent further agrees to indemnify and save harmless KEDC and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the respondent, his servants or agents. The awarded respondent will hold KEDC and participating members harmless for all damage resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded respondent.

22. **ACCOUNTING PRACTICES:** During the life of any contract awarded from this solicitation, the successful respondent must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.
23. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** Substitutions require prior written authorization from the member. The respondent is required to notify the member if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the respondent must receive written directions from the member on how to proceed (i.e., cancel, process, etc.).
24. **PENALTY:** The respondent agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. The respondent is to deliver 100% of stock items within ten business days; repeated failure to do so will result in a default.
25. **PRODUCT AND SAFETY INFORMATION:** The successful respondent shall provide upon request by any member, the most recent MSDS information sheets for any products the respondent may deliver to said member. It is the respondent's responsibility to comply with all local, state, and federal regulations.
26. **VELOCITY REPORTS:** Velocity reports in an electronic format (CSV, XLS, XLSX) specified by KEDC shall be issued to KEDC upon request. The awarded respondent shall compile velocity reports by members. The reports shall indicate purchasing entity, awarded respondent's item number, manufacturer item number, item description, quantity sold, and dollar value of each item sold. KEDC may request procurement data from participating KEDC members to verify the velocity report accuracy.
27. **CONTRACT SUSPENSION:** KEDC may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded respondent agrees that they have no legal recourse of any nature against KEDC or member entities except for services that are due for prior purchases under the awarded contract. The decision of KEDC regarding suspension and/or termination is final.
28. **TERMINATION FOR CONVENIENCE:** KEDC reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to the contract holder, hereinafter Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. KEDC or the participating member, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as

well as any reasonable costs incurred by the Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

29. TERMINATION FOR NON-PERFORMANCE (DEFAULT): KEDC may terminate the resulting contract for non-performance, as determined by KEDC, for such causes as:

- a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of KEDC is not in its best interest, or failure to comply with the terms of this contract.
- b. Failing to keep or perform within the time set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

30. DEMAND FOR ASSURANCES: In the event KEDC has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

31. NOTIFICATION: KEDC will issue written notices for default, suspension, or termination. Notices are considered officially given and received:

- a. Immediately upon personal delivery or via same-day courier.
- b. On the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested.
- c. Upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS).
- d. When sent by email to the administrative contact email address provided by the Contractor to KEDC.

The Contractor must respond in writing within ten (10) calendar days of notification, presenting a comprehensive plan to rectify all deficiencies to the satisfaction of KEDC.

Either party may change its notice address by giving notice in accordance with this section.

32. **ATTORNEYS' FEES:** Should either party deem it necessary to take legal action to enforce any provision of the contract, and in the event KEDC prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
33. **COMPENSABLE DAMAGES FOR BREACH (REMEDIES):** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with KEDC.
- a. Replacement costs
 - b. Cost of repeating the competitive solicitation procedure.
 - c. Expenses were incurred as the result of the delay in obtaining replacements.

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

34. **FORCE MAJEURE:** No party is liable or considered in default or breach of any agreement resulting from this solicitation for any failure or delay in fulfilling or performing any term of the agreement (except for the payments owed) caused by acts beyond the impacted party's reasonable control. These include:
- a. Acts of God including natural disasters, extreme weather events, geological events, and biological events such as epidemics, pandemics, or similar health emergencies
 - b. War (declared or not), invasion, hostilities, terrorist threats or acts, riot, or civil unrest.
 - c. Changes in applicable laws or regulations after the agreement date
 - d. Actions, embargoes, or blockades in effect on or after the date of an agreement resulting from this solicitation.
 - e. Action by any governmental authority including but not limited to economic sanctions or trade restrictions.
 - f. National or regional emergency
 - g. Strikes, labor stoppages or slowdowns or other industrial disturbances.
 - h. Emergency State
 - i. Shortage of power or transportation facilities
 - j. Other similar events beyond the reasonable control of the party impacted, such as technological malfunctions or breakdowns

The impacted party must provide written notice of a force majeure event within five (5) calendar days after reasonably determining its impact. The notice should include the impacted party's reasonable estimate of the event's duration and the expected time of performance. The impacted party must make diligent efforts to end the delay, minimize effects, and resume performance promptly after the removal of the force majeure cause.

KEDC may, in addition to other rights and remedies, terminate any agreement resulting from this solicitation if the contractor is the impacted party and any force majeure event continues or is expected to continue for more than ninety (90) calendar days, upon written notice to the Contractor.

35. **SEVERABILITY:** If any provision of the contract is determined by any court or governmental authority to be unenforceable, the parties intend that the contract be enforced as if the unenforceable provisions were not present. and that any partially valid and enforceable provisions be enforced to the extent

that they are enforceable.

36. OTHER CONDITIONS:

- a. The awarded respondent will comply with all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
- b. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against KEDC shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
- d. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against any participating member shall be filed in the participating member's local jurisdiction.
- e. The respondent assures KEDC they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- f. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- g. The awarded respondent shall provide access to KEDC and member entities, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.
- h. The awarded respondent shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- i. The awarded respondent shall retain all required records for three years after KEDC members make final payments and all other pending matters are closed (7 CFR § 210.23(c)).
- j. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- k. The Contractor is and shall remain in compliance with all Federal Equal Employment Opportunity provisions. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR §200 Appendix II (C))

- l. Where applicable, the Contractor is and shall remain in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- m. Where applicable, the respondent is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- n. Where applicable, the Contractor is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- o. Where applicable, 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. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- p. Where applicable, the Contractor is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- q. Where applicable, the Contractor agrees to abide by the federal requirements regarding “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency (2 CFR §200 Appendix II (F)).
- r. The contractor acknowledges a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. (2 CFR § 200.323)
- s. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems for the following.
 - i. Covered telecommunications equipment as described in Public Law 115-232, section 889, produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. Public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 § 200.216)
- t. By submitting this document, the respondent certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies, or equipment, and is in all respects fair and without

collusion or fraud. The respondent acknowledges that collusion is a violation of federal law and can result in fines, prison sentences and civil damage awards.

- u. The respondent is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of KEDC or member institution, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- v. KEDC reserves the right to reject any and/or all proposals and to waive informalities. A contract, based on this solicitation, may or may not be awarded.
- w. Cost Reimbursable Contracts
 - i. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - ii. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); Or the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
 - iii. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - iv. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - v. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - vi. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
 - vii. Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the

nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

PROPOSAL SPECIFIC TERMS AND CONDITIONS

1. These specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as a part of the proposal. KEDC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, these specific terms will govern.
2. **PARTICIPATING MEMBER INSTITUTIONS:** A list of currently participating members is included on the worksheet labeled Service Area in the accompanying Excel Workbook (PV-BAKERY-2025 Workbook). Any RESPONDENT that cannot serve all members is required to complete the Service Area Tab in the provided Excel Workbook indicating the members the respondent can serve. If this list is not completed, then the awarded contract will be available to all participating members.
3. **AWARD:** After reviewing the responses and optional interviews with finalists, the KEDC Board or its designee may award a contract based on the criteria below. In the case of identical proposals, KEDC reserves the right to select and to award the contract based on its reasonable determination of which proposal is likely to be most beneficial to its members. Preliminary responses will be evaluated based on the criteria below:

CATEGORY	POINTS
Market basket analysis or price evaluation	50
Item Availability	20
Service History or References	30
TOTAL	<hr/> 100

Member scoring will serve as a recommendation to the KEDC board. However, only the KEDC board has the authority to make an award and issue a contract. Awards will be given to the highest scored responsive and responsible respondent on a member-by-member basis. Respondents deemed not responsive or responsible will be rejected and no further evaluation of their proposal submission will occur.

4. **SERVICE AREA:** A respondent will not be required to sell to or serve all eligible members. Any respondent that cannot serve all members is required to complete the Service Area Tab in the provided Excel Workbook indicating the members the respondent can serve. If this list is not returned, the awarded proposal will be available to all members.
5. **MARKET BASKET ANALYSIS:** The Market Basket Analysis sample is established based on the value of the contract to be awarded. The most recent velocity/sales report from our current suppliers was used to

project the balance for the coming year. As a result, the following items may be utilized in evaluating each proposal at the members' discretion:

- **Whole Grain White Hamburger Bun 2-ounce grain equivalent**
(> 50% WHOLE GRAIN WHITE HAMBURGER BUNS (> 2 ounces/56 grams each))
- **Whole Grain White Hot Dog Bun 2-ounce grain equivalent**
(> 50% WHOLE GRAIN WHITE HOT DOG BUNS (> 2 ounces/56 grams each))
- **Whole Grain White Sandwich Bread 1 ounce grain equivalent**
(> 50% WHOLE GRAIN WHITE SANDWICH BREAD (> 1 ounces/28 grams slice))

Members may also elect to evaluate each vendor's response based on the full catalog of prices submitted if it is determined to be in their best interest.

6. **CONTRACT PERIOD:** The contract period is for one year plus any extensions and will expire July 31, 2025. The contract may be extended on an annual basis by KEDC not to exceed five years in total including the first contract period. KEDC shall notify the awarded respondent in writing of its intent to extend or not to extend the contract by May 15th of each year. If KEDC notifies the awarded respondent of intent to extend the contract by one year, the awarded respondent shall respond in writing by June 1st that it does not intend to extend the contract, or with any necessary price increases or decreases for the first contract period of the extended year. The determination to renew the contract beyond the initial year shall be determined in part by the performance of the awarded respondent and by price stability during the contract period. If price increases submitted are deemed excessive by KEDC, then KEDC shall have cause to not extend the contract.

Any contract extension is contingent upon the written agreement of KEDC and the awarded respondent. The contract will not be automatically extended beyond any current year unless expressly approved by KEDC. KEDC reserves the right on any contract extension to revise, update, or supplement the contract terms and conditions including the assessment of administrative fees to the awarded respondent as needed to cover the cost of KEDC servicing the contract for the members.

KEDC reserves the right to extend the term for up to 180 days to continue as a source of supply until new or replacement contracts are completed.

7. **ESTIMATED QUANTITIES:** Quantities listed in this solicitation are based on last year's usage. KEDC makes no guarantee or commitment of any kind regarding usage of any contract resulting from this solicitation.
8. **SOLICITATION OF QUOTES:** KEDC members may exercise their rights to solicit quotes on all non-contract items from the awarded respondent in accordance with all rules, regulations, and governing small purchase procedure policies. Quotes for non-contract items shall be at the price mutually agreeable between the awarded respondent and the member and shall be inclusive of all delivery and other associated fees.
9. **PRICING:** All submitted prices must include transportation and delivery charges to the location (member, KEDC, etc.) specified during ordering. Fuel surcharges and other similar charges are NOT permitted. The awarded respondent shall provide each item in this contract with all members at the same price.
10. **CONTRACT MODIFICATION:** During the term(s) of a contract awarded under this solicitation, purchasing additional items not included in this solicitation list and resulting awarded contract may become

necessary and benefit the member. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated total value of the contract. For each contract renewal, the total actual value of the contract in the preceding year, including additions made during the contract term will be the basis for determining the maximum dollar value utilized during the next contract renewal year.

11. **PROMOTION:** KEDC will actively market the awarded respondent to its members. Marketing includes inclusion of your logo and contact information on the KEDC website, a copy of the awarded contract sent to every KEDC member, and promotion of all KEDC Prime/Preferred Vendors during regular district visits by KEDC staff. Awarded respondents will also have access to the KEDC Logo for use in promotional materials. Similarly, the awarded respondent will support the efforts of KEDC by participating in and sponsoring the KEDC regional meetings and trainings. KEDC may negotiate a formal marketing agreement with the awarded respondent(s).
12. **NUTRITIONAL INFORMATION:** Upon award the respondent shall provide nutritional analysis information in electronic format for import into USDA approved nutritional analysis software. Awarded respondent shall also be provided upon request by the School Nutrition Director, the most recent nutritional data, meal contributions, and ingredient labels in a format specified by KEDC. This information must be provided no later than seven calendar days from the date of request.
13. **PRODUCT EVALUATION:** Samples requested must be furnished free of expense to KEDC and or KEDC member for evaluation. If not destroyed or consumed in testing or evaluating, or required in connection with the award, furnished samples will, upon request, be returned at the respondent's expense. The right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
14. **USDA SCHOOL NUTRITION STANDARDS FINAL RULE:** Effective July 1, 2024, for participants in the National School Breakfast and National School Lunch Programs.
 - a. **WHOLE GRAINS:** Current whole grain requirements maintained.
 - i. Whole grain-rich requirements; at least 51% of the grains (i.e. flour) used in bread must be 100% whole grain.
 - ii. Sliced sandwich bread must have at least 16g flour per slice OR each slice must weigh at least 1 oz.
 - iii. Hamburger and sub buns must have at least 32g flour per bun OR each bun must weigh at least 2oz.
 - b. **SODIUM:** The current sodium limit, Sodium Target 1A, for school lunch will remain effective through June 30, 2027. The current sodium limit, Sodium Target 1, for school breakfast will remain effective through June 30, 2027.
15. **PRODUCT FRESHNESS:** All products delivered to participating members must be fresh with a 10-day shelf life at time of delivery. Rotating stock to the members from other customers is prohibited.
16. **ORDERS:** It is the responsibility of drivers to calculate estimated quantities for future orders.
17. **SUBCONTRACTORS:** The use of subcontractors for product delivery requires the express approval of the members. Subcontractors must conform to all general and RFP specific terms and conditions herein. The

successful respondent is solely accountable for all agents and subcontractors utilized and will be held responsible by KEDC for all work performed under this contract by any agent or subcontractor they employ.

18. **PRODUCT SAFETY AND HACCP INFORMATION:** The successful respondent shall provide, upon request by any member, the most recent MSDS information sheets for any products the respondent may deliver to said member. It is the respondent's responsibility to comply with all local, state, and federal regulations. Awarded respondent HACCP procedures are to be provided to KEDC for publication on the PurchasePros website and to KEDC members upon request.
19. **PRODUCT PROTECTION GUARANTEES:** Members have automatic product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the party responsible. Respondents are expected to take immediate action to correct any situation in which product integrity is violated.
20. **BUY AMERICAN ACT:** The respondent will abide by the Buy American Act ([42USC 1760\(n\)](#)) and all associated USDA policy memorandums ([SP 23-2024](#), dated May 29, 2024).

In support of the Buy American provision the respondent certifies that the products provided to KEDC members are domestically grown, processed, and manufactured in the United States to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

The respondent will provide documentation to KEDC prior to the award and to the member prior to shipment for each product sourced internationally. Documentation must include item number, item description, country of origin, and exception rationale. Allowable exceptions to the Buy American Provision are limited to 1) The product is listed on the Federal Acquisitions Regulations Non-available articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or 2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved in writing by the Food Service Director prior to the delivery of the product to the school.

If the respondent feels the cost of the domestic product is significantly higher, they must list the price of the domestic product as well as the non-domestic product price on the proposal worksheet. The decision to purchase domestic or non-domestic products will rest with the Child Nutrition Director of each participating member.

KEDC members reserve the right to return at the respondent's expense all items found to be in violation of the Buy American Provision if the product does not qualify for one of the exceptions listed above.

21. **PIGGYBACK:** KEDC reserves the right to extend the terms, conditions, and prices of the awarded respondent to other Child Nutrition Program sponsors who express an interest in participating in any contract that results from this solicitation. Each of the piggyback Institutions will issue their own purchasing documents for purchasing goods. The respondent agrees that KEDC shall bear no responsibility or liability for any agreements between the respondent and the other Institution(s) who desire to exercise this option. Piggyback contracts may not extend beyond the contact date established by

KEDC. Participation by other institutions may not result in a material change to the contract. Material change is defined as a greater than 10% increase in sales volume compared to the previous year. Piggyback users will become part of the contract at the next renewal and will not count toward the material change provision outlined above.

22. **ADMINISTRATIVE FEE:** The awarded respondent will pay an annual administrative fee of \$250.00 per member served under this contract. The administrative fee is payable upon the award of contract. Remit the administrative fee payment to KEDC, 904 Rose Road, Ashland, KY 41102-7104. For your reference, KEDC's FEIN is 61-0659010.
23. **ITEM SUBSTITUTIONS AND OUT-OF-STOCK BACK ORDERS:** No substitutions are allowed without prior written authorization from the members. Members must be notified if an item is out of stock, backordered or if a timely delivery cannot be made. It is an expectation that all individual items submitted in the proposal shall be stocked items slotted at all distribution facilities servicing KEDC members. If an awarded respondent is temporarily out of stock for a particular item, an equal or superior product at an equal or lower price to the original item portion price shall be provided. The members shall be notified of out-of-stock twenty-four (24) hours prior to delivery.
- The awarded respondent shall maintain a 97% average order fill rate.

If the awarded respondent fails to deliver within the time specified, or within a reasonable time as interpreted by each member or fails to make replacements of rejected articles when so requested or demonstrates a continuous inability to secure the submitted item, the member at its sole discretion, may purchase a product of equal or greater quality from another source. On all such purchases, the awarded respondent 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 awarded respondent. The awarded respondent's argument that an item could have been purchased at a lower price shall not have merit.

KEDC RESERVES THE RIGHT TO ASSESS A FINANCIAL PENALTY ON BEHALF OF THE MEMBER FOR FAILURE TO PROVIDE PRODUCTS THAT MEET THE REQUIREMENTS OF THE NATIONAL SCHOOL BREAKFAST PROGRAM AND/OR NATIONAL SCHOOL LUNCH PROGRAM.

The penalty shall be the greater of the cost of that day's reimbursable meals served at the effected sites or \$1,500.

24. **DELIVERIES:** The successful respondents will be expected to have each delivery checked by the appropriate personnel and to leave two (2) signed copies of the itemized delivery ticket with them. The delivery ticket must list any credits, shortages, errors, and/or damaged goods. **NO SUBSTITUTIONS PERMITTED WITHOUT THE APPROVAL OF THE MEMBER.** Respondents are expected to keep a reasonable stock of awarded items on hand. All copies of invoices and statements, by location, should be sent to the Member Business Office.

Products are to be rotated by the delivery person. Any out-of-date or unused product must be removed and credited to the purchasing member's account. Estimated quantities shall be calculated by the delivery driver for future orders. Unused products are to be collected by the successful respondent **BEFORE ALL VACATION PERIODS.**

Respondents should state the number of deliveries to be made to members during a month (where not

specified) and the day of week deliveries will be made for lunchroom managers to properly schedule delivery date requests on their Purchase Orders.

Deliveries shall be made at least TWICE PER WEEK to the individual location unless a different delivery schedule is negotiated between the contractor and the member. NO MINIMUM DELIVERY REQUIREMENTS ARE ALLOWED.

Deliveries shall be made into the location and placed in proper storage at each site as needed and directed by the member. Acceptable delivery times are to be negotiated between the contractor and each participating member.

It is understood that deliveries are not to be made to schools when they are not in session (Election Day, Holidays, in-service days, etc.) except for the opening of school. Calendars will be provided for the successful respondents to designate off-school days. When school is cancelled because of inclement weather or other emergency the school system reserves the right to accept the delivery, authorize another acceptance signature, or to cancel the delivery.

All products or services procured from the awarded proposal are to be delivered free of freight charges (FOB destination).

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

Drivers must have a clean, neat, and professional appearance.

25. **HEALTH PRECAUTIONS:** Any employee or subcontractor of the awarded contract holder must abide by all posted safety guidelines when on premise (e.g., temperature checks, wearing a mask, etc.). Should an employee or subcontractor show signs of a fever, the district may refuse entry and reserve the right to notify the contract holder and local health officials. The contract holder will be responsible for redelivery with a healthy driver. The awarded contract holder shall notify the member within twenty-four (24) hours of any positive tests for communicable diseases (corona virus, influenza, etc.) among employees and subcontractors who had direct contact with products delivered to any member facility within the last seven (7) days. The awarded contract holder need not identify the individual; they need only acknowledge the positive test and detail the steps taken to mitigate the risk posed.
26. **DELIVERY CRATES/TRAYS:** All vehicles, crates, and trays utilized to deliver products must be clean, in good working order, and compliant with all HACCP regulations. Crates/Trays used to deliver products must be picked up by the vendor within fifteen days of the date of delivery. Crates/Trays left at a member's site longer than fifteen (15) days become property of the member and may be disposed of in any manner deemed necessary.
27. **PAYMENTS:** Each member shall be responsible for making payment to the awarded respondent. Note: normally, school district members pay bills only after approval from the Board of Education which meets monthly.
28. **PROMPT PAYMENT DISCOUNT:** Awarded respondents may provide a prompt payment percentage discount for invoice payments postmarked less than 30 days from the invoice date, and awarded respondent must provide a satisfactory explanation to KEDC of how this provision will be administered to enable KEDC to effectively monitor and verify the discounts, and to ensure that such discounts are

returned to the members.

The discount may take the form of either a deduction from the invoice, check, or credit in an amount equal to the discount payable to the member.

29. AUDITS:

- a. KEDC reserves the right to make audits of an awarded respondent's cost records as follows:
 - i. Prior to award of contract
 - ii. Prior to approval of request for price change and following any allowed price change.
 - iii. At the time of one year contract extension if awarded.
 - iv. An unscheduled audit once during each one-year contract period upon appropriate notice given to the awarded respondent.
- b. The awarded respondent shall be given notice of the intent of the cooperative to conduct an audit a minimum of four weeks in advance.
- c. The audit may be conducted electronically via the internet or at a site mutually agreeable to KEDC and the awarded respondent.
- d. The awarded respondent shall provide acceptable documentation as follows:
 - i. Manufacturer's invoices
 - ii. Freight bills
 - iii. Perpetual inventory records
 - iv. Market bulletins (used for distributor manufactured items and inner company billing items when a price change occurs).

30. RFP RESPONSE: In addition to the price and service area worksheets, please submit a narrative response to each of the following prompts:

- a. **Company Background:**
 - i. Provide the company's official registered name.
 - ii. Provide proof of certification if your company is a certified W/MBE vendor. Provide the percentage of your business that is with W/MBE suppliers.
 - iii. Provide name and contact information for your organization's proposed primary point of contact with KEDC for this contract.
- b. **References:** Provide three references from Kentucky School Districts that you currently serve. If you do not currently serve any Kentucky schools provide references from states contiguous to Kentucky. Include district name, contact name, phone number, and email address for each reference.

INTENTIONALLY LEFT BLANK

BAKERY CONTRACT (PV-BAKERY-2025) EVALUATION (DRAFT)

For each category rate the level of service you have received in the last 30 days. The results will only be shared with XXX in aggregate. If you are experiencing an issue that needs immediate attention, please contact your sales representative.

Vendor Name:					
Evaluation Category	Poor 1	2	3	4	Excellent 5
Overall Quality of service					
Responsiveness to errors, concerns, and questions					
Delivery process and timeline consistency					
Courteous, clean appearance, and friendly nature of your delivery driver					
Overall Quality of products					
Carton and tray cleanliness					
Product Stock minimums kept					
Products offered					
Pricing is correct					