



KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
 904 ROSE ROAD
 ASHLAND, KY 41102-7104
 Member Services (606) 928-0205
www.kedc.org or www.kpc4me.com

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

BID REFERENCE:	RFP-NUTRITION-DSS-2018
BID PUBLIC NOTICE DATE:	_____
BID OPENING DATE & TIME:	_____
BID CONTRACT PERIOD:	_____
BID ITEMS:	DIGITAL SIGNAGE AND ONLINE ORDERING SOFTWARE PACKAGE

STANDARD TERMS AND CONDITIONS

1. **PURPOSE:** 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 contracts, with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the proposal specific terms and conditions outlined below.
2. **INSTRUCTIONS FOR SUBMITTAL:** 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 specific terms, the specific terms will govern.

KEDC is utilizing the online procurement services of KPC to facilitate this solicitation. KPC has an online interface that creates a confidential and encrypted electronic submission. Submission requires that each bidder has an updated vendor account. Instructions on how to register as a new vendor or update an existing account and complete the bid submission process can be found at <http://www.kpc4me.com/bid-opportunity>. For assistance with registration or technical questions regarding the online interface contact info@kpc4me.com.

Submit all proposals and any attachments via the online application. No other form of submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Submissions on company forms are subject to rejection. By submission the potential contractor acknowledges understanding of an agreement to these terms and conditions.

3. **CLARIFICATION:** For clarification or additional information relative to this Request for Proposal contact the KEDC Member Services Team by email at KEDCMemberServices@kedc.org or phone (606) 928-0205.

4. KEDC 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 to allow these sources the maximum feasible opportunity to compete for contracts.

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

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

A contract will be entered into by KEDC with only responsible bidders who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a bidder'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 bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

5. AUTHENTICATION OF PROPOSAL AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the proposal, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

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).

The costs quoted in the proposal are correct and have been arrived at 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 this request for proposals, designed to limit independent bidding or competition.

The contents of the proposal 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 proposal and will not be communicated to any such person prior to the official opening of the bid or bids. Bidder 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 bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The KEDC procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the proposal and the actions taken by the bidder in preparing and submitting the proposal are in compliance with above sections of the Model Procurement Code.

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, 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.

6. CERTIFICATION REGARDING LOBBYING: The bidder certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

By electronically signing and submitting its bid or proposal, the bidder or proposer 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 bidder or proposer 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 bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. ERROR IN PROPOSAL: 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 proposer presents sufficient evidence, substantiated by worksheets, that the proposal was based upon an error in the formulation of the price.
9. WITHDRAWAL OF PROPOSAL: All proposals shall be valid for a period of forty-five (45) days from the opening date to allow for tabulation, study, negotiation, and consideration by the KEDC Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
10. ADDENDA: KEDC may issue addenda to the RFP after its release.
11. REVIEW: After the public opening of proposals received from the Bid Invitation, KEDC staff and member officials will review the results, develop a preliminary tabulation, and may contact the top scored firms for further negotiation.
12. NEGOTIATION – KEDC reserves the right pursuant to KRS 45A.370 to negotiate a contract with the top-scored firms. In the event KEDC cannot reach agreement with the top-scored firms, it may proceed to negotiate with the next highest ranked firm, and so on. It is KEDC’s intent to award a contract to the firm with whom successful negotiations are completed.

Terms and conditions that may be negotiated at the sole discretion of KEDC include but are not limit to issues related to the Technical and/or Cost Proposals.

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

Any actual or prospective firm, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Executive Director of KEDC. A protest or notice of other controversy must be filed promptly 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 mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

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

14. PRE-QUALIFICATION: KEDC reserves the right to pre-qualify any firm, especially those that have not previously participated in the KEDC program. Criteria for qualification shall include:
 - a. Physical Facilities – The offering firm must have the facilities and network infrastructure required to host the website and applications required in this proposal safely and securely.
 - b. Financial Capacity - The offering firm shall have financing adequate to ensure solvency throughout the life of the contract. References may be requested to document adequate financial capacity.
 - c. Service Level - If KEDC does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three letters of reference from previous customers with projects of similar scope shall be provided.
 - d. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.
15. NON-ASSIGNABILITY OF AWARD: The awarded firm cannot convey this contract to its successors or assigns without the prior, express approval of the Board of Directors of KEDC or its designee.
16. LIABILITY: The awarded firm agrees to protect, defend, and save harmless KEDC and its 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 bidder further agrees to indemnify and save harmless KEDC, and its 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 bidders, his servants or agents. The awarded firm will hold KEDC and participating members harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded firm.
17. ACCOUNTING PRACTICES - During the life of any contract awarded as a result of this request for proposal, the successful firm must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.
18. TRANSMITTAL OF ORDERS: KEDC shall issue purchasing guidelines to members. The members will use formal purchase orders in ordering from the awarded bidder. The successful bidder acknowledges that orders from KEDC members transmitted from KEDC's office on the member's behalf are acceptable. The successful bidder 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 bidder. The bidder shall accept orders

electronically from KEDC and/or members.

19. **QUANTITIES:** It shall be understood that the bid contract will not obligate KEDC or its members to purchase from any resulting contract.
20. **WARRANTY:** The awarded contractor shall make available and honor all manufacturer's warranties, standard and extended, to all KEDC members.
21. **RECALLS:** The awarded contractor shall notify KEDC and its members immediately of any product recalls. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded bidder.
22. **PRODUCT AND SAFETY INFORMATION:** The awarded contractor shall provide upon request by any member, the most recent MSDS information sheets for any products the bidder may deliver to said member. It is the awarded contractor's responsibility to comply with all local, state, and federal regulations.
23. **PRODUCT PROTECTION GUARANTEE:** 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 responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
24. **VELOCITY REPORTS:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KEDC shall be issued to KEDC upon request. The awarded contractor shall compile velocity reports by member. The reports shall indicate purchasing entity, awarded bidder'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 velocity report accuracy.
25. **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 firm 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.
26. **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 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 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).
27. **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 period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

28. 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.

29. NOTIFICATION: KEDC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to KEDC's satisfaction within ten (10) calendar days, KEDC may terminate the contract by giving written notice, by registered or certified mail, of its intent to cancel this contract.

30. ATTORNEY'S FEES: In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event KEDC prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

31. COMPENSABLE DAMAGES FOR BREACH: 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 bidding procedure expenses
- c. Expenses incurred as the result of delay in obtaining replacements.

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

32. SEVERABILITY: If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement 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.

33. OTHER CONDITIONS:

- a. The awarded firm shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
- b. The awarded firm shall comply with all federal and state requirements for background checks (e.g., KRS 160.380 for Kentucky members).
- c. 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.
- d. 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.
- e. 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.
- f. The awarded firm assures KEDC they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- g. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- h. The awarded firm shall provide access to KEDC, the Comptroller General of the United States, 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.
- i. The awarded firm shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- j. The awarded firm shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).
- k. 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.
- l. The awarded firm 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. The awarded firm 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. The awarded firm 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. The awarded firm is and shall remain in compliance with 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).
- p. The awarded firm 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. By submitting this document, the proposing firm 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 firm acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- r. The awarded firm is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of 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.
- s. KEDC reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this proposal, may or may not be awarded.

DIGITAL SIGNAGE, ONLINE ORDERING, AND SOFTWARE PACKAGE TERMS AND CONDITIONS

These specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as a part of the proposal. 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.

1. **SCOPE OF SERVICES:** KEDC is seeking a vendor who can provide a digital signage and online ordering software package for member foodservice programs.
2. **AWARD:** After the review of the proposals and interviews with the finalists, the KEDC Board or its designee may award one or more contracts based on the needs of KEDC members. Awards will be made to the highest scored responsive and responsible bidder(s). Bidders deemed not responsive and/or not responsible will be rejected and no further evaluation of their bid submission will occur.

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

Criteria	Points
Prices/Fees	80
Ability to meet the listed objectives	30
Technical Support	15
Professional Development	15
References	10
Total	150

Following preliminary scoring, KEDC reserves the right to schedule oral presentations with up to five finalists to provide oral presentations, to answer questions, and to clarify KEDC's understanding of the written proposal. KEDC reserves the right to forgo oral presentations if they will not affect final rankings.

Criteria	Points
Oral presentation and demonstration	50

3. **PARTICIPATING MEMBER INSTITUTIONS:** Any institution that is a member of KEDC (hereinafter referred to as member or members) is eligible to utilize the Awarded Contract; however this does not mean that all members will participate. This statement of intent does not obligate any district to utilize any contract resulting from this RFP. Additionally, KEDC has established agreements with cooperatives, individual school districts, and other entities participating in the National School Breakfast Program and National School Lunch program to make KEDC procurement contracts available for their adoption. The awarded contractor agrees to provide goods and services to these additional entities under these terms and conditions.

4. PIGGY BACK CLAUSE: KEDC reserves the right to extend the terms, conditions, and prices of the awarded bidder to other Institutions who express an interest in participating in any contract that results from this proposal. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of 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. Piggy back 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.
5. CONTRACT PERIOD: The initial contract period is from date of award through August 31, 2019. KEDC may extend the contract for on an annual basis, not to exceed five years total including the first contract period. The bidder's performance will in part determine the decision to renew. KPC may periodically provide evaluation summaries to the bidder. KEDC shall notify the bidder of its intent to extend or not to extend the contract by July 1 of each year. If KEDC notifies bidder of intent to extend the contract by one year, bidder shall respond by July 15 if they elect not to extend or with any necessary discount level increases or decreases for the extended year. Price change notifications follow the same pattern as above for any contract extensions. KEDC reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed. KEDC reserves the right to renew and/or solicit additional pricing for subsequent contract periods. The contract will not automatically extend beyond any current year unless expressly approved by KEDC.
6. PROMOTION: KEDC will actively market the awarded contract holder to its members. Marketing includes inclusion of your logo and contact information on the KPC website, a copy of the awarded contract sent to every member, and promotion of all Prime and Preferred Vendors during regular district visits by KEDC staff. Awarded bidder will also have access to the KEDC Logo for use in promotional materials. Similarly, the awarded bidder will support the efforts of KEDC by participating in and sponsoring of KEDC regional meetings and trainings. KEDC will negotiate a formal marketing agreement with the awarded contractor(s) independent of this RFP.
7. PRICING: All bid prices must include transportation and delivery charges to the location (school district, KEDC, etc.) specified during ordering (F.O.B. destination). Fuel surcharges and other similar charges are not permitted. The awarded bidder shall provide each item on this bid to all KEDC members at the same price, assuming equal quantities and purchases made within the same timeframe. The awarded bidder MAY NOT submit multiple discount levels for the same product by KEDC member or region. Additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract and offered equally to all members.
8. IMPLEMENTATION TIMELINE: Full implementation of digital signage, online ordering and software package setup and installation is required within two weeks of receiving menus, nutrition, allergen information, and other district data that is required from each member.
9. PROPOSAL INSTRUCTIONS: As part of your proposal address the following:
 - a. Return the signed RFP Certification;
 - b. Provide a cover letter with executive summary of the proposed solution;
 - c. Detail the following objectives and provide screenshot examples, where applicable, in submitted proposal;
 - i. Display menus in the following formats:

1. Powerful, interactive online menus (including an available allergen filter for parents whose children have food allergies);
 2. Innovative smart phone menus that work across all platforms;
 3. Convenient email subscription options for parents; and
 4. PDF menus for customer printing.
- ii. Menus should include the following information:
 1. Customer-Friendly Name;
 2. Image;
 3. Description;
 4. Basic Nutritional information (calories, carbs, sodium, etc.);
 5. Allergen information (including the 8 most-common allergens that account for ~90% of food allergies); and
 6. Ingredients list (including the ability to include multiple or nested ingredient lists).
 - iii. Nutritional data import must be included
 - iv. Lifetime feature upgrades
 - v. Background image and video library
 - vi. The system must support cycle menus and allow users to copy and reuse menu(s).
 - vii. Menus created must be assignable to multiple schools.
 - viii. Menu changes are updated instantly and available on all menus.
 - ix. The provider must host all websites, databases, and applications associated with the solution in a secure location and provide off-site redundancy.
 - x. The provider must maintain all websites, databases, and application associated with the solution including providing all required patches and software upgrades for the life of the contract.
 - xi. The supplier must provide training to assist staff.
 - xii. The provider must perform the initial account set-up.
 - xiii. Provider must offer an annual report card. The report card should be a private analysis of how effectively each member uses the tool to communicate with customers and suggestions on how to improve menu communication.
 - xiv. Digital Signage Display minimum requirements
 1. Software must be compatible with Microsoft Windows 10 Professional, Mac, Chrome OS, Android and IOS
 2. Minimum 43" display (include optional upgrades for larger screen sizes)
 3. Minimum 3 year hardware warranty
 4. Commercial grade
 5. 1920x1080 resolution
 6. Supports HDMI or DisplayPort
 7. Wall mounting hardware to be installed at each site
 - xv. Media Player requirements (wired or wireless)
 1. Remote Management Software (Windows 10, MAC OS)
 2. Configured for each location
 3. Plug and Play
 4. Include ceiling and/or wall mounting hardware
 - xvi. Digital Online Ordering requirements
 1. Integrates with menu software

2. Uses menus in following formats:
 - a) Interactive online menus (including an available allergen filter for parents whose children have food allergies);
 - b) Smart phone menus that work across all platforms
 3. Support real time menu changes
 4. Operating hour customization
 5. Order management
 6. Secure payment options
 - a) Point of sale integration
 - b) Prepaid accounts for students
 - c) Credit cards
 - d) Pay at pick up option
 - xvii. The provider must host all websites, databases, and applications associated with the solution in a secure location and provide off-site redundancy.
 - xviii. The provider must maintain all websites, databases, and application associated with the solution including providing all required patches and software upgrades for the life of the contract.
 - xix. The supplier must provide training to assist staff.
 - xx. The provider must perform the initial account set-up.
 - xxi. Software must be compatible with Microsoft Windows 10 Professional, Mac, Chrome OS, Android and IOS
 - xxii. Lifetime feature upgrades
 - xxiii. Minimum 3 year hardware warranty
- d. Provide three references from Kentucky school districts (if not available provide references from contiguous states);
 - e. Describe technical support guidelines and procedures;
 - f. Explain professional development and training offerings including delivery method, frequency, cost, etc.;
 - g. Provide a complete breakdown of all prices and fees.

REQUEST FOR PROPOSAL CERTIFICATION

We have read all the conditions and requirements of the request for proposal. In compliance with all general and specific terms and conditions of the request for proposal, in consideration of the detailed description attached hereto, and subject to the statements thereof, the undersigned agrees that, upon proper acceptance by the KEDC Board of Directors or its designee, of any part of the offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

RFP CERTIFICATION

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

RFP CLARIFICATION (Please provide contact information if the person authorized to answer questions regarding this RFP is different from above.)

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip