



## REQUEST FOR PROPOSAL

Specifications for Summer Feeding Meal Sites RFP

### Feeding America Kentucky's Heartland

Please review all documents attached

Laura Fraliex

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Elizabethtown, KY 42701

Laura Fraliex

# Pre-Packaged Meal Services for Summer Feeding Program -Invitation to submit RFP-

RFP Number: 1700-FASF

Issue Date: 05/16/2025

Proposal Due Date: 05/23/25

## Contact Information:

Laura Fraliex

Agency Services Programs Manager

Feeding America Kentucky's Heartland

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## Introduction

Feeding America Kentucky's Heartland (FAKH) is inquiring proposals from qualified vendors to provide pre-packaged meals for our 2026 Summer School Feeding Program. FAKH gathers and distributes food in 42 Kentucky Counties to feed our neighbors in need through local partnerships. We strive to provide equitable access to nutritious food, so no one will go hungry. As part of our ongoing commitment to child nutrition, FAKH is seeking qualified vendors to support our Summer Feeding Program. This initiative is designed to bridge the nutrition gap for children during the summer months when school meals are unavailable. We are looking for partners who share our dedication to quality, efficiency, and community impact.

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## Purpose

The purpose of this RFP is to secure a reliable vendor to deliver nutritious, compliant, and individually packaged meals to designated sites in Casey County, Green County and up to two additional counties that choose to join FAKH summer feeding programs throughout the summer program. The Summer Feeding Program through FAKH ensures that children continue to receive nutritious meals when school is not in session. This initiative serves children aged 1-18 across multiple school locations in the state. The meals must comply with USDA/SFSP (attached guidelines) nutrition standards and must be delivered ready-to-eat, in individual packaging suitable for school-aged children.

FAKH will enter a contract with a Food Service Vendor that is an established Food Service Vendor or an SFSP Food Service Vendor that meets all CDE requirements and is the best fit for the program. As a Request for Proposal (RFP), bid price is very important, but other factors will be taken into consideration. The award will be made, based on price, ability to do shelf stable meals, ability to delivery to designated site, and other factors to the responsive and responsible Food Service Vendor.

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## Scope of Work

The selected vendor will be responsible for:

- Providing **600 Breakfast and 600 Lunch** meals monthly that meet USDA/SFSP nutritional requirements. Which is then separated into 1 Breakfast and 1 Lunch daily for each child.
- Delivering meals to designated site first of the month Monthly starting from **May 18<sup>th</sup>, 2026 ending August 3<sup>rd</sup>, 2026**
- Ensuring all meals are:
  - Individually packaged
  - Labeled with date and meal type
  - Kept at appropriate food safety temperatures (cold or shelf-stable)
- Providing vegetarian or allergen-free options when required.
- Managing all logistics, including transportation and food safety compliance.
- Staying in required communication with FAKH (Feeding America Ky's Heartland) regarding any changes in menu or logistical compliance.

- Providing a menu with each box, each week and will allow bi-monthly menu rotations
- Food Vendor must provide the Nutrition Director crediting and documentation that meals meet the meal pattern.
- Feeding America Kentucky's Heartland will not be obligated to pay for damaged boxes or missing meal components or incomplete meals that do not meet the USDA meal pattern guidelines.
- Under this program FAKH prefers a Food Service Vendor to buy domestic commodities or products. The Buy American Provision safeguards the health and well-being of our Nation's children and supports the U.S Economy, American farmers and small local agriculture businesses (7 CFR 210.21 (d) and Memo SP 38-2017). A "domestic commodity or product" is defined as foods that are unprocessed, the agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. A domestic creditable food component is the portion that counts toward a reimbursable meal (meats/meat alternates, grains, vegetables, fruits and fluid milk).
- FAKH reserves the right to suggest menu changes periodically throughout the contract.

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## Terms and Conditions

### Event Date

RFP Release 03/16/2026

Deadline for Questions 04/28/2026

Proposal Submission Deadline 04/28/2026

Vendor Selection 05/18/2026

Program Start Date 05/18/2026

All proposals submitted shall be valid for a period from **May 18<sup>th</sup>, 2026 to August 3<sup>rd</sup> 2026.**

-Vendors must submit a complete response to this Request for Proposal (RFP), including all certifications, for consideration as a responsive proposal. Bidders must complete, sign, and return this entire packet. No proposal may be altered, amended, or withdrawn after the specified time for opening and review of proposals. Additional sheets should be added for product CN Labels or information sheets showing meal compliance.

-Contracts will be awarded to the responsible offer or whose proposal is most advantageous to the SFA, with price and other factors considered.

-FAKH reserves the right to accept or reject any or all proposals, in part or in total, and to waive any irregularity in any proposal if it is in the best interests of the FAKH.

-FAKH reserves the right to reject the proposal of any contractor who has previously failed to perform properly, or to complete contracts of similar nature on time, who is not able to perform the contract or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, suppliers, or employees.

-FAKH reserves the right to make an award based solely on the proposals submitted or to negotiate further with one or more vendors. The contractor selected for the award will be chosen based on the greatest benefit to FAKH, not necessarily based on the lowest price.

-Approved vendor must prove record of service, particularly with respect to

delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and FAKH.

-All deliveries must be accepted and invoices signed by the authorized site representative before payment arrangements can be made. Invoices are paid monthly thru FAKH.

-Statements for payment must be mailed or delivered directly to Feeding America Kentucky's Heartland; ATTN: Laura Fraliex PO BOX 821; 313 Peterson Drive, Elizabethtown, KY 42701 OR Emailed to [lfraliex@feedingamericaky.org](mailto:lfraliex@feedingamericaky.org)

- Federal Excise Taxes or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of Feeding America Kentucky's Heartland. Bids should not include any such taxes. Exemption certificates will be furnished as required.

- Information pertaining to any item or conditions in this bid request may be obtained by contacting: Feeding America Kentucky's Heartland (270)-769-6997

- In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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## Meal Requirements

### Weight Criteria

| Points | Criteria   |
|--------|--|
| 35     | Overall Cost of Boxes and Delivery   |
| 30     | Service Plan (ability to provide goods and services at the locations and times needed)   |
| 35     | Variety of Food Items in Boxes – Fresh Fruits & Vegetables, Milk Options, Frozen Entrees in addition to Shelf Stable Items<br>Boxes contain all Menu & Preparation Instructions, Nutritional and Allergy Information, & SFSP Meal Compliance Information |
| 100    | Total  |

"I hereby agree to abide by all detailed instruction and special conditions of bidding as set forth in this proposal form for the proposal of Meal Boxes for Feeding America Kentucky's Heartland and to abide by all policies and regulations of the Procurement Code of the Feeding America Kentucky's Heartland for child nutrition programs."

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Authorized Signature

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Date

**Please Print:**

Company Name: \_\_\_\_\_

Company Rep Name to Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Summer Feeding Meal Boxes**  
**No Peanuts or Tree Nuts**  
**PDS Sheets or CN Labels are Required when Applicable**  
**Nutrition and Allergen Information are Required when Applicable**  
**Pre-Planned Menus and Preparation Instructions are Required in All Individual Boxes**

| <b>Bid Items</b>  | <b>Case/Pack Size</b> | <b>Bid Price</b> | <b>Delivery Costs</b> | <b>Any Other Information</b> |
|---|-----------------------|------------------|-----------------------|------------------------------|
| <b>7 Day, 14 meal SFSP Compliant Meal Box (All Shelf Stable)</b>                              |                       |                  |                       |                              |
| <b>7 Day, 14 meal SFSP Compliant Meal Box (Shelf Stable + Fresh Produce)</b>                  |                       |                  |                       |                              |
| <b>7 Day, 14 meal SFSP Compliant Meal Box (Shelf Stable + Fresh Produce + Frozen Entrees)</b> |                       |                  |                       |                              |

- Each meal must adhere to USDA Summer Feeding Service Program (SFSP) guidelines.
- Be shelf stable, refrigerated, or suitable for limited on-site storage.
- Include all components of reimbursable meal.
- Be clearly labeled (Meal name, ingredients, date, allergens)
- In all such instances, each substitution should be labeled clearly as such on each invoice with a separate item code. Substitutions should exist only in "Emergency Situations". Substitutions at higher prices can be made only upon prior approval of FAKH food service supervisor. If substitutes are made upon approval of the manager, the item must be an equal or better product at same firm bid price.
- Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the suppliers expense. No item shall be considered satisfactory that does not conform to our usual accepted methods (use applications, storage, handling, and delivery). The decision concerning the satisfactory use and performance of any item on this bid shall be that of the FAKH Food Procurement Manager.

## **Feeding America, Kentucky's Heartland (FAKH) – Conflict of Interest and Ethical Conduct Policy**

As part of our commitment to integrity, transparency, and service to our communities, Feeding America, Kentucky's Heartland (FAKH) upholds the highest ethical standards in all procurement and operational activities. The following standards apply to all employees, volunteers, and representatives with procurement authority:

### **Conflict of Interest in Procurement Activities**

It is a violation of ethical standards for any individual with procurement authority to participate in any decision-making process—such as applications, claims, contract negotiations, or evaluations—if they are aware that:

They or an immediate family member have a financial interest in the matter; A business or organization in which they or an immediate family member holds a role (e.g., officer, director, trustee, partner, or employee) is involved; They or an immediate family member are in discussions or arrangements for future employment with a party involved.

Participation includes, but is not limited to, making recommendations, preparing purchase requests, influencing specifications, or providing advisory input.

### **Prohibited Gratuities and Employment Offers**

No individual may offer or accept gifts, gratuities, or employment in connection with any procurement-related decision or advisory role. This applies to both current and former employees and includes any attempt to influence specifications, approvals, or contract awards.

### **Improper Subcontractor Influence**

Subcontractors are prohibited from offering payments, gifts, or employment to any individual associated with a prime contractor or higher-tier subcontractor as an inducement for contract awards.

### **Contractual Disclosure**

All FAKH contracts and solicitations must clearly state prohibition against conflicts of interest, gratuities, and kickbacks.

### **Confidential Information**

Employees and former employees must not use confidential information obtained through their role at FAKH for personal gain or to benefit others.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**References:** KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

## **Prohibition Against Conflicts of Interest, Gratuities and Kickbacks**

Any employee or any official of Feeding America Kentucky's Heartland (FAKH), elective or appointive who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement businesses, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to FAKH shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5,000) or by imprisonment in the penitentiary for not more than ten (10) years, or both fined and imprisoned in the discretion of the jury. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee, or to any official FAKH, elective or appointive, in their efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000) or by imprisonment in the penitentiary for not more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

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## **Buy American**

The District/State agency/Territory participates in the National Lunch Program and Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)."

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day (s) in advance of delivery.

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

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## **Civil Rights Compliance**

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
  - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
  - x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
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## **Proposal Submission Requirements**

Proposals must include the following:

### **Company Profile**

- Legal name, address, and contact details
- Years in business
- Licensing and certifications (e.g., health department, USDA, etc.)

### **Experience and References**

- Description of experience providing similar services
- At least three (3) references with contact information

### **Sample Menu**

- 1 month menu cycle for breakfast and lunch
- Nutritional information

### **Pricing Structure**

- Cost per meal (including delivery)
- Any additional fees or discounts

### **Logistics Plan**

- Delivery schedule and method
- Food safety and procedures of food handling

### **Proof of Insurance and Permits**

- General liability and food safety certifications

**Contract Term:**

The effective term of this contract shall be from May 18th, 2026 through September 1st, 2026 and there shall be no implied or automatic renewals. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension. In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations, SFSP regulations, 7 CFR, Part 225, the Sponsor shall pay the Food Service Vendor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

**Late Bids, Modifications of Bids, or Withdrawals of Bids:**

Any bid received after the exact time specified for receipt will not be considered.

Any modification or withdrawal of bid must be made prior to the exact time set for receipt of bids.

Further inquiries or questions can be directed to:

Laura Fraliex

Feeding America Kentucky's Heartland

[lfraliex@feedingamericaky.org](mailto:lfraliex@feedingamericaky.org)

270-769-6997

PO BOX 821; Elizabethtown, KY 42701

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**Delivery/Ordering**

Orders may be faxed or e-mailed to the distributor. Telephone orders or changes may be arranged at the discretion of the Nutrition Director. The successful bidder(s) will be expected to deliver the items on agreed delivery date to all the specified sites listed in awarded contract. No items are to be delivered to any site without prior approval of the Nutrition Office and/or site supervisor. Items that are delivered in error are to be picked up in ten (10) days and credit issued immediately.

FAKH/Feeding Sites will not be responsible for loss or spoilage.

Deliveries will be made at least once a month or at other regular intervals agreeable to the individual sites during the contract period.

It is understood that the bidder agrees to deliver all items on which bids are accepted, to the addresses indicated in this proposal. All items purchased must be delivered on the agreed upon delivery date. If a vendor cannot deliver items on time, FAKH or sites may secure the items from alternate sources.

**Delivery Vehicle, Times, Frequency, and Special Delivery Requirements**

Delivery temperature of frozen and chilled food shall be in accord with AFDOUS Code as recommended by the Food Drug Administration (Federal). Contractors must have adequate delivery vehicles as follows:

Van, trucks for delivery of dry groceries and refrigerated trucks for deliveries of refrigerated items.

Dual compartment trucks for combined deliveries of dry groceries and refrigerated items. Single compartment refrigerated trucks (O F) for separate or integrated deliveries of dry groceries and refrigerated items.

Frequency of Deliveries to sites shall be made as needed as agreed upon by vendor and sponsor.

**Delivery Times**

Deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. unless special arrangements are made in advance. Deliveries shall be made Monday through Friday.

**Designated Delivery Area**

Drivers and staff shall deliver merchandise into designated staging areas at each site. Drivers and helpers shall request the authorized site supervisor or the designated representative to verify accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket must be receipted (signed) by a designated receiver. Variations from the normal menu, i.e., shortage, damages, etc., shall be noted on each ticket by the designated receiver and initialed by both the truck driver and authorized receiver.

**Special Deliveries**

Special or intermediate deliveries will be required only if a contractor fails to deliver a product in stock; in which case, the contractor shall make delivery within 24 hours if so requested by the site. No extra charges will be assessed.

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**Award Criteria**

Proposals submitted for the food procurement contract will be evaluated by the School Food Authority (SFA) based on the criteria, categories, and weighted scoring outlined in this solicitation. Evaluation will be conducted by a designated committee composed exclusively of SFA personnel who possess a thorough understanding of the regulatory and operational requirements of the USDA Child Nutrition Programs and designated FAKH staff.

Vendor Name: \_\_\_\_\_

**Award Number or Project Name: Feeding America Kentucky's Heartland**

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Phone Number/Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

