



## INVITATION TO BID

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

<b>INVITATION NO.:</b>	<b>KCT-01118</b>	<b>RETURN ORIGINAL COPY OF BID TO:</b>
<b>Issue Date:</b>	<b>May 11, 2018</b>	<b>KCTCS Attn: Bid # KCT-01118 PROCUREMENT TO PAYMENT 300 NORTH MAIN STREET VERSAILLES, KY 40383</b>
<b>Method of Award:</b>	Best Value	
<b>Procurement Analyst:</b>	Sharon Bullard	
<b>Email:</b>	Sharon.Bullard@kctcs.edu	

**Bids are invited on the following: Food Vending Service (PCT)**

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY May 30, 2018 4:00 PM EASTERN DT**

1. Sealed Bids for furnishing the following will be received by the Procurement to Payment Department, KCTCS, VERSAILLES, Kentucky, until the date and time stated above. **Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope. FACSIMILE BIDS WILL NOT BE ACCEPTED.**
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax. (...continued on following page.....)

**SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.**  
**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

**THIS AREA MUST BE COMPLETED**

<b>DELIVERY TIME/BEGIN DATE:</b>	<b>NAME OF COMPANY</b>	<b>PHONE:</b>
<b>BID FIRM THROUGH:</b>	<b>NO. &amp; STREET</b>	<b>FAX:</b>
<b>PAYMENT TERMS: NET 30</b>	<b>CITY, STATE &amp; ZIP CODE</b>	
<b>F.O.B. DESTINATION</b>	<b>SIGNATURE</b>	<b>DATE:</b>
<b>FEDERAL ID NUMBER (EIN):</b>	<b>TYPED OR PRINTED NAME</b>	
	<b>Email:</b>	

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

**BIDS MAY ALSO BE VIEWED AT OUR WEBSITE:** [http://systemoffice.kctcs.edu/Vendor\\_Information](http://systemoffice.kctcs.edu/Vendor_Information).  
**All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the Purchasing Department at 859-256-3336.**

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

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with KCTCS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.096, and 42.990, and;
5. That I have fully informed myself regarding the accuracy of the statement made above.

**NOTICE**

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

**SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS**

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

**SUPPLIER REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342**

The supplier by signing and submitting a bid on this invitation agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to KCTCS by the successful supplier prior to the award of a contract.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The supplier, by submitting a bid on this Invitation, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits maintaining segregated facilities.

**INSTRUCTIONS TO BIDDERS:**

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. **ALL ALTERNATE QUOTATIONS MUST BE ACCOMPANIED BY COMPLETE LITERATURE AND SPECIFICATIONS TO EVALUATE ALTERNATE QUOTE AS EQUAL TO THAT SPECIFIED. FAILURE TO PROVIDE SUFFICIENT INFORMATION WILL BE CAUSE FOR REJECTION OF THE BID.**

When a Bidder proposes to furnish the exact item specified, he shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

1. If bidding the manufacturer and model number specified in this Invitation, write in "AS SPECIFIED".
2. If bidding an alternate model, identify by manufacturer's number and model.
3. If bidding a private label model, identify as private label and show stock number.

**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

**METHOD OF AWARD**

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid to the supplier offering the highest commission rate offered as specified in the Form of Proposal.

**Important Dates (subject to change per applicable Addenda):**

**May 21, 2018 4:00 p.m. EST**                      Deadline to submit questions. All questions must be emailed to [sharon.bullard@kctcs.edu](mailto:sharon.bullard@kctcs.edu)

**May 30, 2018 4:00 p.m. EST**                      Deadline to submit bids (unless extended per Addenda)

Supplier Bid Submission Checklist:	
Supplier is responsible for meeting all bid requirements (including those not listed below):	
YES	NO : Pg. 1 – Invitation to Bid completed & signed
YES	NO : Section I – Supplier meets minimum years in business requirement
YES	NO : Section II – Extension to other Institutions completed
YES	NO : Section III –Site Visit completed (if applicable)
YES	NO : Section XXX – Supplier did <u>not</u> include their own terms and conditions
YES	NO : Pricing and Form of Proposal completed
YES	NO : References and Substitute W-9 completed
YES	NO : Sales & Use Tax Permit included
YES	NO : Supplier meets all requirements throughout the bid

**I. DESCRIPTION**

You are invited to bid for a **Vending Service** Price Contract for the Kentucky Community & Technical College System, Maysville Community & Technical College located in Maysville, Kentucky. A minimum of five (5) years in business providing vending services equal to those being requested in the Invitation to Bid is required for this contract. This information will be verified per the Secretary of State website.

**Maysville Community & Technical College locations:**

<p><b>Maysville Main Campus</b>  <b>1755 W Hwy 68</b>  <b>Maysville KY 41056</b></p>
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**II. Extension to Other Campuses & Institutions**

The successful supplier should be willing to extend the provision of services under the resulting contract to any other campus and public institution of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on the specific services required.

Is the supplier willing to extend pricing to other campuses and secondary educational / state agencies within the Commonwealth of Kentucky?

Yes     No

**III. SITE VISIT**

Bidders are encouraged to visit the college campus operations prior to submitting a bid to inspect the conditions at the site. Any bidders wishing to schedule a site visit must contact the college representative listed below. The college will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit. **Please contact Barbara Campbell to schedule a site visit before May 21, 2018.**

**Chief Business Officer at Maysville Community & Technical College**  
**Barbara Campbell (Barbara.campbell@kctcs.edu)**  
**Phone (606) 759-7141 ext 66103**

**IV. ENROLLMENT**

Enrollment statistics:

2015	Summer 2017	Fall 2017	Spring 2018
Maysville	330	1282	1181

**V. CONTRACT PERIOD**

The contract period will be for one(1) year from date of award with an option to extend the contract period for four (4) additional one (1) year periods, upon mutual written agreement.

**VI. COMMISSION**

Only one commission rate is to be quoted, and to reflect all locations, which will remain firm for the duration of the resulting contract. Commission shall be calculated on gross sales less sales tax if applicable.

**A. Payments**

Commission payments will be made in the form of a check payable to the Maysville Community & Technical College and forwarded to the Maysville Community & Technical College Business Office not later than the twentieth (20th) of the month following the month in which the commission was earned. The Kentucky Community and Technical College System (KCTCS) reserves the right to require the contractor to pay the commission by Certified or Cashier's Check and/or to add simple interest at the prime interest rate for each day any commission remains unpaid after the due date.

**VII. METHOD OF AWARD BEST VALUE**

The Kentucky Community and Technical College System (KCTCS) intends to award only one price contract to the responsive and responsible supplier who meet the Terms, Conditions, and Specifications of this Invitation to Bid.

Best Value - Ranking Approach: with the ranking approach, price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the bidder's total score. The bidder with the highest score has the highest ranking. Award is made to the bidder with the highest ranking. If there is only one best value response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible bidder.

**Measurable Criteria**

**Commission Rate (based on highest rate): 95 Points**  
**Years in Business (Documentation Required) 5 Points**

**TOTAL POINTS 100 Points**

Highest Commission Rate (95 points) - The bidder offering the highest commission rate receives the maximum score. The bidder with the highest commission rate receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example, assume 30% is the highest commission rate offered from bidder "A", then bidder "A" receives 95 points  $30/30 = 1.00 \times 95 = 95$ . Assume 25% is the next low offer by bidder "B", then bidder "B" receives 79 points  $(25/30 = .83 \times 95 = 79)$ , etc.

Years in Business (5 points) - A minimum of five (5) years in business providing vending services is required for this contract. The bidder with the greatest number of years in business providing vending services (five (5) years maximum considered for evaluation purposes) over the five (5) years minimum requirement receives the maximum points. For example, assume the greatest offer is five (5) years from bidder "A", then bidder "A" receives 5 points:  $5/5 = 1.00 \times 5 = 5$ ). No points shall be awarded to vendors who do not exceed the minimum requirement of five (5) years. **This information will be verified per the Secretary of State website.**

Best Value scoring is subject to Reciprocal Preference for Kentucky resident bidders.

**VIII. Kentucky Reciprocal Preference Laws**

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Offeror of the Commonwealth of Kentucky should be given a preference against a nonresident Offeror. In evaluating proposals, KCTCS will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants

residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency should be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit (Resident Bidder Claim Form,) with supporting documentation affirming that it meets the criteria as set for in the above referenced statute.

Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, KCTCS will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment, upon request.

#### **IX. PERFORMANCE BOND**

The supplier may be required to execute, within fifteen (15) days after receiving the Notice of Award, a performance bond or irrevocable letter of credit in the amount of \$15,000.00.

#### **X. SERVICE**

##### **A. Performance**

All services performed under the contract will be in accordance with the terms and provisions of the contract. It will be the responsibility of the college to ensure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval from the Business Officer of the Community & Technical College and KCTCS Procurement to Payment.

Problems that may arise should be resolved between the supplier and the college. If such problems and/or disagreements cannot be resolved, they should be referred, by either party, to the Procurement Manager of the Procurement to Payment Department for settlement. Since no absolute criteria for determining performance exist, the final authority and responsibility for judging performance rests with the authorized personnel at the Community & Technical College. However, poor performance charges must be documented and substantiated in writing, including letters and memoranda advising needed corrections; and income and sales analyses if relevant.

All machines will be installed on a full service basis and will be serviced as often as required to keep stocked, presentable, and operating satisfactorily as judged by the authorized personnel at the Community & Technical College. **A route schedule will be submitted to the College. Qualified service personnel will be on call all five (5) week days with service available within 24 hours from service call.** A printed notice will be affixed to each machine advising contact point and method to secure this service.

##### **B. Service Personnel**

Service personnel will be dressed in clean uniforms and will observe all regulations in effect at the Community & Technical College. The College will be provided with the names, addresses and telephone numbers of all service personnel. A decal with the service name and telephone number will be affixed in a conspicuous place on at least one (1) machine in each location. Attendants for vending areas may be provided by the supplier if needed to enhance sales and service. This provision, if adopted, will not affect the existing commission.

**C. Refunds**

Refunds are the responsibility of the supplier and a system of immediate money refund, acceptable to the Community & Technical College, will be in operation by the supplier at all times. The College will furnish refund stations where the supplier may collect records of lost change and leave reimbursement monies. Each machine must be tagged advising of this service and the location of refund stations. Refunds may not be deducted from the-commission.

**D. Contacts & Meetings**

1. Supplier must provide one point of contact throughout the contract period.
2. Monthly service meetings will be held at a time agreed upon by both parties until such time both parties agree further meetings are not necessary.
3. The college has one contact for each all campuses. Any issues are to be reported directly to the designated supplier contact, college Business Office and System Office. The designated college contact will be invited to attend the monthly meetings and address any unresolved issues or concerns.
4. A new service form will be implemented to track any ongoing problems and to report when issues are resolved.

**XI. EQUIPMENT****A. Specifications**

Provide equipment that is new or refurbished (like new) of current production models of uniform height and harmonious color designed to blend with the decor of the building. The vending equipment will be located in designated areas in each building. The machines will be sized to fit in these areas, and able to satisfy customer demand. Food Vending machines will be capable of accepting any current combination of bills and coins; upgradable for new denominations; **capable of accepting debit/credit cards**; equipped with Surevend or similar technology; equipped with coin changers, have separate change machines; include tamper-proof meters for recording of accumulative total number of sales; and operate on AC 110-115 volts. **The successful supplier is required to comply with energy conservation (sustainability) practices of KCTCS by using energy efficient machines (misers) with LED motion-controlled lighting.**

Install all equipment and machines on a full service basis and provide service as often as required to keep them presentable and operating satisfactorily as judged by the Community & Technical College Business Office or designee. Any vending machine which will be out of service due to lack of replacement parts will be tagged (stating the approximate downtime) by the service representative at the time of the initial call. Any machine that will be out of service for five (5) class days will be replaced with a suitable substitute machine. A decal with the service name and telephone number will be affixed in a conspicuous place on at least one (1) vending machine. Successful supplier must replace any machine that breaks down with frequency well above normal commercial expectation.

The supplier will provide **the respective Business Office** of the Community and Technical College with a selection offered by the manufacturer. **The required capacity of each machine will depend on the needs and requirements of each location, however, the supplier must furnish a machine of ample capacity to satisfy the customer demands in each location.**

**B. Changes to Equipment**

Equipment changes may be made only with the approval of the authorized personnel at the Community & Technical College. Food Vending equipment may not be removed from the College during school closings. **The supplier will make additions, deletions, or changes needed in existing locations to insure proper coverage of all items the business volume makes economically advisable.**

The supplier will install machines as requested by the College; however, if a mutually acceptable level of sales is not reached, the machine may be removed by notifying the authorized personnel at the Community & Technical College. The supplier also will make such equipment removals as requested by the College.

**C. Fixed Equipment**

Successful supplier will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by the Community & Technical College. Changes or modifications (unless specified in the contract) to the College owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization from the authorized personnel at the College. The College will be responsible for the design of the locations where equipment will be installed.

It is understood that all material and/or equipment that is permitted attached to any wall or ceiling will become the property of KCTCS at the conclusion of the contract.

The supplier will retain all remaining material and/or equipment. Supplier will assume the responsibility that all equipment in service will be installed and will operate according to all city, county, state, federal and KCTCS codes as they relate to health, safety, fire and building. The supplier will keep the area and equipment in compliance with all such codes as they may change during the term of the contract with the Community & Technical College and KCTCS. Any expenditure to obtain compliance or remain in compliance will be borne by the supplier.

**D. Sanitation**

All machines must, at all times, meet Board of Health requirements; and be maintained, sanitized, and operated in compliance with all Federal, State, and Local ordinances, regulations, and codes, as applicable.

All machines will be kept free from dirt, accumulated dust, kick marks, scratches, and spillage; paint will be touched up as needed. Leak proof waste receptacles (self-closing top with disposable bag) may be requested as needed to handle trash generated will be furnished, serviced and emptied by the supplier at a designated location. Machines shall not be left on skids.

**XII. ACCOUNTING**

Upon request, receipts from each machine will be taken to the supplier's place of business and records maintained corresponding with the product inventories and meter readings. A breakdown will be furnished to the Colleges, by building, showing the gross receipts and commission earned from each machine by machine number.

**A. Accounting Records**

The supplier is required to maintain accounting records and other documents pertaining to the contract operation and will make the records available to KCTCS at all reasonable times during the contract period; and for three (3) full years from the date of the final commission payment. KCTCS anticipates making an audit of these records. All records of product sales and machine maintenance and sanitation are to be made available for inspection upon request by the Community & Technical College. The College will have the right to verify, on an unannounced basis, removals of receipts and/or products from each machine.

**Supplier must submit a sales report with each quarterly payment.**

**XIII. PRODUCTS TO BE SOLD**

The supplier will use only nationally known and accepted products in the vending operation at the Community & Technical College. KCTCS reserves the right to specify acceptable brands to be vended. Products vended must meet all standards of the Food and Drug Administration and of the State Bureau for Health Services. All Food items must be fresh when installed and will be date-stamped. Food items with expired dates will be removed from the machine. A representative of KCTCS may inspect the successful supplier's commissary at any time.

- A. HEALTH STANDARD:** KCTCS is committed to complying with Governor Beshear's Executive Order #2014-114 – the Kentuckyhealthnow Initiative. Product lines must offer selections in the healthy choice area such as low carb, low calorie, reduced fat, sugar free, caffeine free, etc.

Products may include, but are not limited to the following:

- Cold & hot beverage, including healthy choices

Variety and pricing of vending products shall be consistent with the local market.

**XIV. SELLING PRICES**

The selling prices to the consumer may be as listed herein. Prices are subject to revision only at time of renewal for the next contract year (service market fluctuations exempted) and may be either increases or decreases. Revisions will be based on general industry changes and may be requested in writing by either of the contracting parties and received at least thirty (30) days prior to the effective date. The requesting party must furnish to the Community & Technical College Business Officer documented evidence substantiating the validity of the request along with the written request for price changes. The selling prices of products sold through this contract will be in line with those in the surrounding area. Documented prices will be the manufacturer's list prices excluding promotions. No price increases will be granted without the approval of the authorized personnel at the Community & Technical College and KCTCS Procurement to Payment.

**XV. QUANTITIES**

The price contract established from this Invitation to Bid shall have no guarantee of any specific sales quantity. The sales quantities listed herein are only estimates. There is no implied guaranteed quantity of sales.

**XVI. DAMAGE**

The Community & Technical College and extended campuses shall not be responsible for damage or loss to the supplier's equipment or inventory due to vandalism, robbery, or any other action or cause. The supplier also is responsible for all losses due to misappropriation of sales receipts. The Community & Technical College will cooperate to the extent it deems feasible in guarding against such occurrences.

**XVII. MAINTENANCE OF COLLEGE PROPERTY**

The supplier will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by the Community & Technical College. Changes or modifications (unless specified in the contract) to the College owned space, property, fixtures, fixed equipment or utilities may not be made without written approval of the authorized personnel at the College.

**XVIII. UTILITIES**

Utilities (heat, water and electricity) and outlets required will be furnished by the college. Final connections are to be made by the supplier. The supplier will be required to meet any energy conservation policies of the Community & Technical College.

**XIX. PARKING**

The supplier's vehicles will be clearly identifiable with the successful supplier's name and will be kept in a reasonably clean and presentable condition. Only service vehicles may be permitted to park on the campus. Vehicles servicing buildings on the campus must register with the College Business Office and observe all traffic, **anti-idling** and parking regulations. Service vehicles must use loading and unloading zones, **shut off their vehicles to ensure no-idling** and will not block campus drives and fire lanes at any time. Service vehicles must be moved from loading zones immediately after loading or unloading.

**XX. INSURANCE**

Prior to the beginning of the contract, the supplier will furnish to KCTCS Purchasing Certificates of Insurance that show it has and will maintain all insurance protection (including products liability insurance) at the supplier's expense.

Minimum liability coverage must be:

Public Liability -	Comprehensive General Owners, Landlords and Tenants	
Bodily Injury Liability	Each Person	\$1,000,000
	Each Occurrence	\$1,000,000
Property Damage Liability		\$1,000,000
Products Liability		
	Each Person	\$1,000,000
	Each Occurrence	\$1,000,000
Automobile Liability		
Bodily Injury		



	Each Person	\$1,000,000
	Each Occurrence	\$1,000,000
Personal Injury Liability	Each Person	\$1,000,000
Property Damage Liability		\$1,000,000
Worker's Compensation		Statutory
Employers Liability		\$ 500,000

The Kentucky Community and Technical College System must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the supplier to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the supplier. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Division. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

**XXI. TAXES AND LICENSE FEES**

It will be the responsibility of the supplier to comply with any and all local, State, or Federal requirements concerning licenses, taxes, sanitation, etc.

**SALES AND USE TAX PERMIT:** A completed Kentucky Sales and Use Tax Permit must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a Kentucky Sales and Use Tax Permit may be rejected.

**XXII. CONTRACT MODIFICATIONS**

Approved products, products sizes, selling prices, selling locations, or methods of operation may not be changed without written authorization from KCTCS Procurement to Payment. Any contract modification must be within the framework of the awarded contract. **KCTCS reserves the right to add like items, including hot beverages, to the contract if both parties agree via a contract modification.**

**XXIII. SUBCONTRACTING**

No part of the operation may be subcontracted without prior approval of the authorized personnel of the Community & Technical College and KCTCS Procurement to Payment, or unless approved prior to the award of the contract.

**XXIV. CONTRACT ASSIGNMENT**

The supplier is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of the authorized personnel of the Community & Technical College and KCTCS Procurement to Payment. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

**XXV. 90-DAY PROBATIONARY PERIOD**

The successful supplier will be given 90 days from the date of award of contract, to meet and adhere to all terms, specifications and conditions of this contract. Failure to meet the outlined criteria may be cause for cancellation.

**XXVI. CANCELLATION OR TERMINATION OF CONTRACT**

This contract will not be canceled during its life except for mal-performance, non-performance or other failure on the part of the supplier to comply with the terms and conditions of the contract. In the event of such action being necessitated, the contract will be null and void immediately upon receipt of written notice from KCTCS Procurement to Payment.

KCTCS reserves the right to cancel any resulting contract, without cause, by giving written notice to the successful supplier no later than 30 calendar days before the proposed cancellation date. Notice of intent to cancel shall be made by certified mail.

KCTCS reserves the right to terminate the contract when requirements under the contract no longer exist or changes in supplies or services render the contract as not responsive to the needs of the Community & Technical

College. A written notice made by certified mail will be given to the supplier at least thirty (30) days prior to the proposed termination date.

The supplier may cancel the contract for a properly documented and justifiable reason with s (60) days written notice to the authorized personnel of the Community & Technical College and KCTCS Procurement to Payment. Approval must be received in writing at which time the supplier must remove all equipment and inventory during the mutually agreed upon time from within the sixty (60) days' notice.

Should the contract be cancelled – KCTCS reserves the right to contact the next bidder with best value ranking points to establish contract for services.

**XXVII. OTHER FOOD VENDING**

The Community & Technical College will not limit vending machines to that furnished by the supplier. The right to authorize other type vending services with other suppliers is reserved.

**XXVIII. SHORTENED HOURS OF OPERATION**

Shortened hours of operation and temporary closing will be permitted during seasonal periods (such as when the Community & Technical College is not in session) but must be approved in writing by the authorized personnel at of the College.

**XXIX. CANCELLATION OR REJECTION OF BIDS**

KCTCS Procurement to Payment reserves the right to reject any and all bids, as well as, cancel the bid when it is in the best interest of KCTCS to do so.

**XXX. SUPPLIER TERMS AND CONDITIONS**

**Bids submitted that include terms and conditions not in conformity with, or that alter the terms and conditions of this Invitation to Bid and the Statutes of the Commonwealth of Kentucky may be rejected.**

KCTCS shall not be bound by any part(s) of the bidder's response to this Invitation that contains information, options, conditions, terms, or prices neither requested nor required in the Solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by the Invitation and those indicated by the bidder, those of the Invitation take precedence. This Invitation supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**XXXI. POST CONTRACT AGREEMENTS**

The resulting contract and KCTCS Purchase Order shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company order or other documents to complete or initiate the terms of a contract that may result from an award of this Invitation to Bid. Any documents obtained shall be non-binding on KCTCS and may be considered a breach of contract.

**XXXII. AUTHORIZATION TO DO BUSINESS IN KENTUCKY**

The successful supplier affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Supplier shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**XXXIII. PERSONAL INFORMATION SECURITY**

To the extent Supplier receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Supplier shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Supplier or its agents or subsuppliers within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Supplier abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation,

correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Supplier; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

**XXXIV. REFERENCES**

Bidders must submit with their bid at least three (3) references where vending services have been provided that are similar to the scope of work of this solicitation. Information provided must include persons to contact with addresses and phone numbers, the size of the institution/business served, and other pertinent information which would aid in the determination of an experienced Supplier. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Supplier relative to its ability to comply with the terms and conditions of this Invitation to Bid.

**XXXV. QUESTIONS & RESTRICTION ON COMMUNICATIONS**

The KCTCS Procurement to Payment Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to Bid. Any attempt to communicate with the college during the bid process, including evaluation, regarding the status of results or other information may be cause of rejection of bid submission. This does not preclude suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only. Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing to the Procurement Analyst, and with sufficient time allowed for a reply to reach potential bidders before the submission of their bids.

Oral explanations or instructions given before the award of the contract will not be binding. In the event any item, requirement, term or condition of this Invitation to Bid is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective bidder to inquire as to intent, or to state the exception in writing via email. **No phone calls. Questions must be submitted in writing no later than (May 21, 2018 4pm EST).**

Sharon Bullard  
 KCTCS Procurement to Payment Services  
 300 North Main Street  
 Versailles KY 40383  
 859-256-3124 (Fax)  
[sharon.bullard@kctcs.edu](mailto:sharon.bullard@kctcs.edu)

**XXXVI. Pricing & Minimum Food Vending Equipment Requirements**

<u>ITEM</u>	<u>DESCRIPTION OF PRODUCTS</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>
1	<b>Example of snack products for customer:</b> Chips Healthy snacks Candy Bars Gum Crackers/cookies/peanuts	\$ - \$.75 - \$1.25	
2	<b>Example of drink items for customer:</b> Healthy drinks (Power drinks) Pepsi and/or Coke Juices Bottled water Ale 8 (if available) Coffee machine	\$ - \$1.25 - \$1.50	

Bidders are required to provide pricing/brand for each product they are quoting. All machines must have \$1.00 change capability. The college will work with the awarded supplier regarding product placement and will also be the final determinant of which products/quantities are included in each machine. **One contract will be awarded for all products below for this campus.**

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>
1.	1	Soda Can / Bottle – Choice of soda, Beverages to be included; Coke, Pepsi products	\$ - \$	
2.	1	Ale-8 Machine with Ale-8; diet Ale-8; Water (large plastic bottle)	\$ - \$	
3.	1	Snack-- Chips, cookies, crackers, candy bars, nuts, Healthy Choice Food products	\$ - \$	
4.	1	Coffee Machine – Specialty coffee, hot chocolate	\$ - \$	
5.	1	Microwave, commercial quality	No Charge	
6.	1	(Condiment selections are to include napkins, straws and plastic utensils.)	No charge	

**FORM OF PROPOSAL**

**COMMISSION RATE:**

**Commission rate to be paid to KCTCS Maysville Community & Technical College shall be:**

\_\_\_\_\_ Percent of gross sales less sales tax if applicable in accordance with the terms, conditions and specifications contained in this Invitation to Bid and any duly issued addendum.

\_\_\_\_\_ Number of Years in Business

\_\_\_\_\_ Sales and Use Tax Permit (will be required prior to contract begin date)

**References:**

**Name/Address and contact email:** \_\_\_\_\_  
 \_\_\_\_\_

**Name/Address and contact email:** \_\_\_\_\_  
 \_\_\_\_\_

**Name/Address and contact email:** \_\_\_\_\_  
 \_\_\_\_\_

<p><b><u>Substitute W-9 Form</u></b> A completed, signed KCTCS Substitute W-9 form must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a completed W-9 form may be rejected. A form has been attached for completion.</p>
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**Substitute W-9**  
Revised 12/6/13

## Substitute W-9 Form

Kentucky Community and Technical College System  
300 North Main Street, Versailles, KY 40383

College:	System Office - Procure to Pay		
College Contact:	Tonya Peters	College Contact Email:	tonya.peters@kctcs.edu
College Contact Ph:	(859) 256-3336	College Contact Fax:	(859) 256-3124

To avoid Internal Revenue Service (IRS) mandated backup withholding KCTCS is required to obtain your Taxpayer Identification Number (TIN) for reporting income paid to you or your organization. KCTCS uses a Substitute W-9 Form to obtain certification of your TIN and retains this information in its secure payee/vendor database. This form may be completed online and then printed for signature. Tab to fields and populate with your information. New Vendors must complete the entire form. Existing Vendor's may the complete shaded area of form. New and updated forms must be signed and dated.

**New Vendor (complete entire form)**       **Changes to existing vendor**

Federal Tax ID #: (Required) \_\_\_\_\_  TIN/EIN       SSN

Legal Name used for purposes of IRS reporting  
\_\_\_\_\_

Business Name (if different from name used for purposes of IRS reporting)  
\_\_\_\_\_

Does your business accept credit Cards?     Yes     No      If yes,     Visa     MC     Other: \_\_\_\_\_

Type of Business (Required):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Corporation                    | <input type="checkbox"/> Government Entity                      | <input type="checkbox"/> Foreign Nonresident Individual          |
| <input type="checkbox"/> Partnership                    | <input type="checkbox"/> Foreign Entity (other than individual) | <input type="checkbox"/> Limited Liability Company               |
| <input type="checkbox"/> Non Profit/501(c) Entity       | <input type="checkbox"/> U.S. Agent of Foreign Person/Entity    | <input type="checkbox"/> Individual/Sole Proprietor (US Citizen) |
| <input type="checkbox"/> Exempt from backup withholding |   |  |

Other (Please Explain) \_\_\_\_\_

**Business Classification (Required - Select only one - Does not apply to publically traded entities)**

<input type="checkbox"/> <b>Minority Business Enterprise/MBE</b> (please choose one sub-classification at right): <i>Defined as a business at least 51% owned by one or more African-Americans, Hispanics, Native Americans, Asian Pacific Americans, Asian Indian Americans, and other groups as defined by Federal law.</i>	<input type="checkbox"/> <i>Hispanic-American</i> <input type="checkbox"/> <i>African-American</i> <input type="checkbox"/> <i>Asian-American</i> <input type="checkbox"/> <i>American Indian</i> <input type="checkbox"/> <i>Other (explain):</i> _____
<input type="checkbox"/> <b>Women-Owned Business Enterprise/WBE</b> <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> <b>Disadvantaged Business Enterprise/DBE</b> <i>Defined as a business at least 51% owned by at least one differently-abled, socially, or economically disadvantaged individual as defined by Federal law.</i>
<input type="checkbox"/> <b>Veteran Owned Business/VOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> <b>Disadvantaged Veteran Owned Business/DVOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran with a service-related disability of at least 10 percent.</i>
<input type="checkbox"/> <b>None of the Above</b>	<input type="checkbox"/> <b>Other (Explain):</b> _____

**Certification**

Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person	Date
Printed Name:	

<b>Purchase Order</b>		<b>Purchase Order Information</b>		<input type="checkbox"/> Check if remit address is same as PO address	
Preferred Method of Receiving Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Check if there is a change to your Purchase order address					
Vendor Name (if different from above)					
Order to Address					
City		State		Zip	
Sales Contact Name		Email for PO			
Sales Contact Phone		Fax for PO			
<input type="checkbox"/> Purchase Address – Change to					
<b>Remittance</b>		<b>Remittance Address as it appears on your invoice</b>			
Vendor Name (if different from above)					
Remit to Address					
City		State		Zip	
Remit to Contact Name		Email			
Remit to Phone		Fax			
<input type="checkbox"/> Remit to Address – Change to					

Wherever possible we desire to replace check payments with an electronic payment (ACH - direct deposit transfer). In order to switch your payment type if already established from paper check to electronic transfer we will need your bank account information entered on this substitute W-9 form. Your email address will only be used to notify you when an electronic payment is issued, to notify you of the issuance of a purchase order, or to notify you of other official business correspondence. Your e-mail and/or banking information will not be shared or distributed outside KCTCS' Business Services Division and will be used solely for KCTCS business applications.

<b>Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)</b>	
Name on Bank Account: _____	
Bank Name (include branch name if applicable): _____	
Bank Routing Number (9-digit ABA #): _____	Bank Account Number: _____
Mark only one (should match information noted above): <input type="checkbox"/> Checking: <input type="checkbox"/> Savings:	
E-mail address -- Please print <i>LEGIBLY</i> -- Required for electronic notification of payment to your bank account. _____	
Mark if this is a: <input type="checkbox"/> Establishment of a new direct deposit <input type="checkbox"/> Change of existing direct deposit	
Email change only <input type="checkbox"/> New email address to where payment notification to be sent: _____	

I hereby authorize and request KCTCS to initiate credit entries for payment to my account. If necessary, a debit entry may be made in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error at the financial institution named. The electronic payment data remains in effect until withdrawn by written notification to KCTCS, 300 North Main Street, Versailles, KY 40383.

PRINTED NAME	Authorized Signature	Date