



INVITATION TO BID

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

INVITATION NO.: KCT-01156	RETURN ORIGINAL COPY OF BID TO:
Issue Date: November 16, 2018	KCTCS – BID# KCT-01156 PURCHASING DEPARTMENT 300 NORTH MAIN STREET VERSAILLES, KY 40383
Method of Award: Best Value	
Purchasing Officer: Bekka Korosec	
Phone: No Phone Calls	

Bids are invited on the following: Vending Services - Ashland (Price Contract)

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY December 6, 2018 @ 4:00 PM Eastern Daylight Time

1. Sealed Bids for furnishing the following will be received by the Purchasing 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 should 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 Do Not Quote Sales Tax.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

DELIVERY TIME:	NAME OF COMPANY	PHONE:
BID FIRM THROUGH:	NO. & STREET	FAX:
PAYMENT TERMS: NET 30 Must Accept Purchase Order	CITY, STATE & ZIP CODE	
F.O.B. DESTINATION ALL DELIVERY CHARGES INCLUDED IN PRICES SHOWN	SIGNATURE	DATE:
FEDERAL ID NUMBER (EIN):	TYPED OR PRINTED NAME	
	EMAIL:	

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 should thereby be created with respect to the items accepted.

BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: 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 Procurement to Payment Services Department at 859-256-3264.

AUTHENTICATION OF BID AND STATEMENT O 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 should be guilty of a felony and should 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 should, 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 KRS45A.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.

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

The contractor 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 contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, 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 should 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 on a Best Value basis. In the event no satisfactory bids are received, we reserve the right to award on a group award basis. Separate purchase orders may not be issued unless there is a savings of at least \$100.00 to KCTCS.

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 : Supplier did <u>not</u> include their own terms and conditions
YES	NO : Form of Proposal completed
YES	NO : All Addenda signed & included with bid
YES	NO : Site Visit completed
YES	NO : Required References listed
YES	NO : Supplier meets minimum years in business requirement
YES	NO : Substitute W-9 completed
YES	NO : Supplier meets all requirements throughout the Invitation to Bid

Important Dates (subject to change per applicable Addenda):

November 27, 2018 @ 4:00 p.m. EST Deadline to complete REQUIRED site visit.
(by appointment only)

November 28, 2018 @ 2:00 p.m. EST Deadline to submit questions. All questions must be emailed to bekka.korosec@kctcs.edu.

December 6, 2018 @ 4:00 p.m. EST Deadline to submit bids.

1. Scope

This bid is to establish a Price Contract for **Vending Services** for Ashland Community & Technical College Campuses.

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 Kentucky Secretary of State website.

2. General

The resulting contract between KCTCS and the Supplier shall consist of (1) the Invitation to Bid and any Addenda thereto, and (2) the Supplier's Bid submission in response to the Invitation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Bid will govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language will be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Supplier, and such written clarification will govern in case of conflict with the applicable requirements stated in the Bid or the Supplier's submission. In all other matters not affected by the written clarification, if any, the Bid will govern.

3. Description of Services

Successful bidder to be responsible for providing the following services; (as required per visit)

- Fill vending machines at locations and with products as identified on Vending Machine requirements.
- Keep machines filled with fresh products; keep machines clean and presentable.

Successful supplier will be required to coordinate monthly check-in visits, issue resolutions, and service locations with Paul Seasor, Director of Maintenance & Operations; 606-585-6136.

4. Safety of Persons and Property

Protection of all persons and property shall be exercised at all times.

The successful Supplier shall continuously maintain adequate protection of all work from damage and shall protect KCTCS property from injury or loss arising in connection with a resulting contract. The successful Supplier shall make good any such damage, injury, or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of KCTCS. The successful Supplier shall adequately protect adjacent property as provided by law and the Contract.

The successful Supplier shall take all necessary precautions for the safety of employees on the Work site and shall comply with all applicable provision of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

5. Parking

The contractor's vehicles will be clearly identifiable with the successful contractor'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 and parking regulations.

Service vehicles must use loading and unloading zones 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. No vehicles or heavy equipment will be parked on sidewalks or lawns without prior authorization from Business Affairs.

6. Equipment Specifications

All vending machines and auxiliary equipment must be new or refurbished (like new) and current production models of uniform height and harmonious color designed to blend with the decor of the building; capable of accepting debit or credit cards and any combination of nickels, dimes, or quarters, equipped with coin changers and tamper-proof meters recording accumulative total number of sales; and operating on AC 110-115 volts. Machines are to be National, Rowe, or of equal quality. The contractor will provide the Business Officer of Ashland Community & 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 contractor must furnish a machine of ample capacity to satisfy the customer demands in each location.

7. Equipment Changes

Equipment changes may be made only with the approval of the Business Officer of the College. Vending equipment may not be removed from the College during school closings. The contractor will make additions, deletions, or changes needed in existing locations to insure proper coverage of all items the business volume makes economically advisable.

The contractor 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 Business Officer of the College. The contractor also will make such equipment removals as requested by the College.

8. Equipment Safety Requirements

All equipment and assemblies of equipment offered against this Invitation to Bid must be in full compliance with all current safety standards as established by Federal, State, and Local governments, including, but not limited to, all current OSHA standards applicable to the manufacture, distribution, and use of said equipment and assemblies of equipment. Bidders, by completing and submitting a bid in response to this Invitation, do certify that any equipment and assemblies of equipment proposed shall be in full compliance with all of the above applicable safety standards.

9. Codes and Standards

The design, construction and performance of equipment and materials provided under a resulting contract will meet and exceed the requirements of the latest issue of applicable codes and standards of the following authorities: Kentucky Building Codes; Occupational Safety & Health Administration; National Fire Protection Association; Underwriters Laboratories; State and Local Fire Marshall's; City & County Building Codes. All work performed under a resulting contract shall include all work required by the applicable codes and standards.

10. Site Visit

Bidders are **required** to visit the college campus operations prior to submitting a bid to inspect the conditions at the installation site. This site visit is to inform potential bidders as to all general and local conditions that may affect the cost of performance of a contract/order that may be awarded; to the extent such information is reasonably obtainable. All questions that arise from this site visit must be directed in writing to the KCTCS Procurement to Payment Department. Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any KCTCS employee or official are not binding on the Kentucky Community and Technical College System or its constitutional agencies/colleges.

Visits can be set up by contacting 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. All other questions must be submitted in writing to Bekka.Korosec@kctcs.edu.

Please contact below listed personnel to schedule a site visit by: **Tuesday, November 27, 2018**

Paul Seasor
Paul.seasor@kctcs.edu
606-585-6136

Location for Site Visit:
Ashland Community & Technical College
1400 College Drive
Ashland KY

(BIDDER, MUST VISIT ALL THREE CAMPUS LOCATIONS—COLLEGE DRIVE CAMPUS; ROBERTS DRIVE CAMPUS; TECHNOLOGY DRIVE CAMPUS)

11. Commission

Commission rate quoted will remain firm for the duration of the resulting contract. Commission shall be calculated on gross sales less sales tax if applicable.

12. Commission Payments

Commission payments will be made in the form of a check payable to Ashland Community & Technical College and forwarded to the College Business Office not later than the twentieth (20th) of the month following the month in which the commission was earned. **A breakdown will be furnished with each check to Ashland Community & Technical College, by building, showing the gross receipts and commission earned from each machine, by-machine number, the total commission for the building, and the grand total for the campus operation.** 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.

13. Performance Bond

The contractor may be required to execute, within fifteen (15) days after receiving the Notice of Award, a performance bond or irrevocable letter of credit.

14. Method of Award

Best Value– Ranking Approach

KCTCS intends to award a Contract to the Bidder, whose offer, conforming to the Solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the Supplier in response to the established measurable criteria contained in the Solicitation.

Measurable Criteria

Best Commission Rate: 100 Points

Each Supplier is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Supplier the maximum score based on the available data submitted by the Supplier. SUPPLIER SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Supplier must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Price (100 points) - The bidder with the best commission rate receives the maximum score. The bidder with the next best commission rate receives points by dividing the best commission rate by the next best commission rate and multiplying that percentage by the available points. For example, assume 17% is the best offer from bidder "A", then bidder "A" receives 100 points $17\%/17\% = 1.00 \times 100 = 100$). Assume 12% is the next low offer by bidder "B", then bidder "B" receives 71 points $(12\%/17\% = .0.71 \times 100 = 71)$, etc.

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

15. Kentucky Reciprocal Preference Laws

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident Bidder. In evaluating proposals, KCTCS will apply a reciprocal preference against a Bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and nonresidency shall 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 Services, upon request.

16. Authorization to do Business in Kentucky

The Bidder 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 Bidder 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.

17. Bid Submittal

Bids must be received no later than the date and time show on the front page of this Invitation to Bid. All bids must be received in a sealed envelope/package clearly identified with the Invitation to Bid Number in the lower left corner.

Bidders shall not submit their standard terms and conditions with bid submission.

18. Multiple Bids

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Invitation to Bid. Bidders must determine their single best offering based on the manufacturers specified. Bids not conforming to this requirement may be rejected.

19. Rejection of Bids

KCTCS reserves the right to reject any and all bids when it is in the best interest of KCTCS to do so.

20. Cancellation of Bids

KCTCS reserves the right to cancel the bid when it is in the best interest of KCTCS to do so.

21. Contract Terms

The contract established from this Invitation to Bid will be for the initial period of one (1) year from date of award. The contract may be extended at the completion of the initial contract period for four (4) additional one-year periods, provided funds are available. This extension must have the written approval of the Supplier and KCTCS Procurement to Payment authority. KCTCS reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Supplier will be advised of any proposed revisions prior to the renewal periods. In the event both parties cannot agree on the proposed revisions, either party may withdraw from the option. However, and if requested by KCTCS, the Supplier shall agree to continue the service at the current contract rate(s) for an extended ninety (90) day period beyond the contract period, to allow KCTCS Procurement to Payment Services lead time to establish a replacement contract.

22. Extension to Other Campuses & Institutions

The successful supplier may 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. Extension is optional and will not be considered as an award criteria.

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

Yes No

23. Contract Modifications

The contract, and any amendments thereto, awarded through this solicitation shall be managed by KCTCS and any modifications thereto must be mutually agreeable to both parties and executed in writing. Such modification or change of any provision in the resulting contract shall be made between the Contractor and KCTCS Procurement to Payment Services and incorporated as a written amendment to the KCTCS contract on official KCTCS contract letterhead. Local modifications made between Contractor and individual KCTCS colleges shall not be construed as an amendment to the contract and shall not be considered binding.

Approved products, product sizes, selling prices, selling locations, or methods of operation may not be changed without written authorization from the Purchasing Department. Any contract modification must be within the framework of the awarded contract.

24. Contractor Concessions

As a concession and consideration of a resulting contract, the successful vendor will be requested to provide to Ashland Community & Technical College beverages (water), **at no cost**, for approximately three (3) events to be held on campus throughout the year. There is a fall and spring event held for approximately 1200 students/faculty and one annual event for approximately 120 staff. Bidders must be able to provide this additional service to the College in order to be considered for a contract.

25. Shortened hours of Operation

Shortened hours of operation and temporary closing will be permitted during seasonal periods (such as when the College is not in session) but must be approved in writing by the College Business Officer.

26. Note to Successful Bidder

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 contractor will retain all remaining material and/or equipment. Contractor 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 contractor will keep the area and equipment in compliance with all such codes as they may change during the term of the contract with Ashland Community & Technical College and KCTCS. Any expenditure to obtain compliance or remain in compliance will be borne by the contractor.

27. Refunds

Refunds are the responsibility of the contractor and a system of immediate money refund, acceptable to Ashland Community & Technical College, will be in operation by the contractor at all times. The College will furnish refund stations where the contractor 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.

28. Other Vending

The 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.

29. 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.

30. Service Personnel

Service personnel will be dressed in clean uniforms and will observe all regulations in effect at the 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 contractor if needed to enhance sales and service. This provision, if adopted, will not affect the existing commission.

31. Service

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 Business Officer of Ashland 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 one (1) hour of advice of need. A printed notice will be affixed to each machine advising contact point and method to secure this service. Any machine which will be out of service due to lack of replacement parts will be tagged (stating the approximate downtime) by the repairmen 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. The contractor must replace any machine that breaks down with frequency well above normal commercial expectation.

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) as needed to handle trash generated will be furnished, serviced and emptied by the contractor at a designated location.

32. Taxes and License Fees

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

33. Accounting

Receipts from each machine will be taken to the contractor's place of business and records maintained corresponding with the product inventories and meter readings. Twenty (20) days after the close of each month, commission earned on each product sold will be submitted to Ashland Community & Technical College. A breakdown will be furnished to Ashland Community & Technical College, by building, showing the gross receipts and commission earned from each machine, by-machine number, the total commission for the building, and the grand total for the campus operation. **SAMPLE REPORT TO BE SUBMITTED WITH BID.**

34. Accounting Records

The contractor 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 Ashland Community & Technical College. Ashland Community & Technical College will have the right to verify, on an unannounced basis, removals of receipts and/or products from each machine.

35. Maintenance of College Property

The contractor will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by Ashland 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 of the Ashland Community & Technical College Business Officer.

36. Utilities

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

37. Cancellation or Termination of Contract

The contract(s) established from this Invitation to Bid shall be cancelable during its life for mal-performance, non-performance, commodity substitution or other failure to comply with contract terms and conditions on the part of the supplier. Failure to invoice accurately and promptly in accordance with the terms, prices, and conditions of the Price Contract, and failure to meet delivery dates may also be cause for cancellation of contract, removal from KCTCS bid list, or both. Said contract shall be null and void upon receipt of written notification from the KCTCS Director/Procurement Manager of Procurement to Payment Services Department.

The Kentucky Community and Technical College System reserves the right to terminate, without cause, the contract upon thirty (30) days written notice to the contractor in whole or in part when it is in the best interest of KCTCS to do so.

The supplier may cancel the contract for a properly documented and justifiable reason with ninety (90) days written notice to the authorized personnel of the College and KCTCS Procurement to Payment. Approval must be received in writing at which time the supplier must remove all equipment and inventory belonging to the supplier during the mutually agreed upon time from within the ninety (90) 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.

38. Pricing

Price is to remain fixed for the initial contract period. Price increases will be reviewed at contract extension time only. Revisions will be based on general industry changes and must be submitted in writing to KCTCS Purchasing and received at least thirty (30) days prior to effective date. The requesting party must furnish documented evidence substantiating the validity of the request along with the written request.

39. 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 or guaranteed quantity of sales.

40. Products to be Sold

The contractor will use only nationally known and accepted products in the vending operation at the 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 contractor'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.

41. Addenda & Amendments

If in the best In the event it is necessary to revise any part of the Invitation to Bid after initial posting, revisions will be delivered to all who received the initial bid or who has initiated interest in the bid. Receipt of an Addendum to a solicitation by a Supplier must be acknowledged by signing and returning the Addendum. Such acknowledgment must be received before a contract is awarded.

42. Post Contract Agreements

The resulting contract and/or 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 orders 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.

43. Previous Supplier Performance

Previous Supplier Performance may be considered with the award of this Invitation to Bid. Suppliers with multiple supplier complaints in the last twelve (12) months may be found unresponsive.

44. Service 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 insure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Business Affairs Officer of the college and KCTCS Procurement to Payment Services.

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 Director of the Procurement to Payment Department for settlement. Since no absolute criteria for determining performance exists, the final authority and responsibility for judging performance rests with the Business Affairs Officer of the college. However, poor performance charges must be documented and substantiated in writing, including letters and memoranda advising needed corrections.

45. Addition or Deletion of Items or Services/Locations

KCTCS Procurement to Payment reserves the right to add new and similar items or services and/or College locations/campuses, with the consent of the supplier, to any contract awarded from this Solicitation. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing may be negotiated based on the specific services required. KCTCS Procurement to Payment shall effect any such change by issuing a Modification to the contract.

No modification to a contract awarded on the basis of this Invitation shall be permitted unless the supplier receives written approval from the KCTCS Procurement to Payment Services Department. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

46. Damages

The successful Supplier will be responsible for repair or replacement, at no expense to the College, any damages to roads, streets, sidewalks, curbs, utilities, plant material, lawns and structures caused by work performed under this contract or incidental thereto, whether by the successful Supplier's employees or subcontractors. Any damage must be immediately reported to Business Affairs.

The College is not 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 Ashland Community & Technical College will cooperate to the extent it deems feasible in guarding against such occurrences.

47. 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 Business Affairs Officer of the College and the Director of the KCTCS Procurement to Payment Services Department.

In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

48. Subcontracting

No part of the operation may be subcontracted without prior approval of the Business Affairs Officer of the College and the Procurement to Payment Department, or unless approved prior to the award of the contract.

49. 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.

50. Supplier Terms & 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.

51. 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.

52. 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 sub-contractors 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.

53. Compliance with Federal Requirements

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatory applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

- (1) All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- (2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
- (3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant

54. Compliance With State Laws

Any contracts or orders placed as a result of an offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

55. ADA Compliance

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

56. Events Beyond Control

Anything herein to the contrary notwithstanding, KCTCS shall not be liable or responsible for any failure to furnish the services set forth in this bid and the contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

57. Insurance

Prior to the beginning of the contract, the contractor will furnish to the Procurement to Payment Department Certificates of Insurance that show it has and will maintain all insurance protection (including products liability insurance) at the contractor'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 contractor to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the contractor. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

58. Workers' Compensation Insurance and Unemployment Insurance

KRS 45A.480 requires the Contractor/Contract Holder providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to workers' compensation insurance and unemployment insurance. This statute requires the Contractor or Contract Holder to provide the Commonwealth with an affidavit. The affidavit shall state that all contractors and subcontractors employed, or to be employed in connection with this contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341). An affidavit form is included with this Invitation to Bid.

59. Warranty

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the college upon delivery of the equipment or product.

60. Oral Discussions

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any State employee or official are not binding on the Commonwealth of Kentucky or its constitutional agencies or colleges.

61. Indemnity

The Supplier shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the supplier during the term of the contract, whether by negligence or otherwise.

The Kentucky Community & Technical College System, as an agency of the Commonwealth of Kentucky, is prohibited from entering into contracts that require KCTCS to indemnify the other party.

62. Questions, Solicitation Sole Point of Contact - Restriction on Communication

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. Contact with KCTCS other than the Procurement to Payment department may be cause for rejection of bid. 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. Questions will not be addressed via telephone. 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 to:

Bekka Korosec

KCTCS Procurement to Payment Services

bekka.korosec@kctcs.edu

All questions are to be submitted to the Procurement Department **no later than November 28, 2018 @ 2:00 PM EDT via email to bekka.korosec@kctcs.edu.**

From the issue date of this Invitation until a supplier is selected and the selection is announced, bidders are not allowed to communicate with any KCTCS staff concerning this bid except via written questions submitted to the sole point of contact. This provision does not preclude bidders who presently hold contracts with KCTCS from communicating with Hazard Kentucky Community and Technical College regarding regular operations required to implement existing contracts.

Any offer made in response to this Invitation to Bid that includes terms contrary or in addition to those in this Invitation may be considered non responsive and may be rejected. Purchase or sales agreements supplied by the bidder making an offer will not be accepted and may be cause for rejection of bid.

**ASHLAND COMMUNITY AND TECHNICAL COLLEGE
VENDING MACHINE REQUIREMENTS**

COLLEGE DRIVE CAMPUS

<u>1. Main Building – First Floor:</u>	<u>Selling Price</u>
One snack machine consisting of: Selections of chips, Doritos, Fritos, etc. other popular snacks	
Seven selections of candy bars; popular candy Eight selections of pastry/cookies; popular pastries; Cookies	\$1.25-\$1.75
Four Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks	\$1.75
12 oz. cans soft drinks	\$1.00
Some beverages, juices, Ale 8, Dasani water, Enhanced water, Energy drinks:	\$1.50-\$3.00
One Hot Drink Machine: Coffee, one size Variety of flavored coffees	\$1.00-\$1.25
Microwavable meals One-Two Microwaves	
<u>Main Building – Second, Third and Fourth Floors:</u>	
Two Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks	
One snack machine on each floor: Contents similar to first floor machine Pricing for all - same as first floor machines	
<u>2. Cosmetology Building</u>	
One Beverage Machine consisting of: 20 oz. bottles of assorted soft drinks	\$1.75
<u>3. LRC Building – First Floor:</u>	
One Beverage Machine consisting of: 20 oz. bottles of assorted soft drinks	\$1.75
Dasani water:	\$1.50
One snack machine consisting of: Selections of chips, Doritos, Fritos, etc. other popular snacks	
Seven selections of candy bars; popular candy Eight selections of pastry/cookies; popular pastries; Cookies	\$1.25-\$1.75

4. Goodpaster Building – Second Floor:

Two Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks	\$1.75
Dasani water:	\$1.50
One snack machine consisting of: Selections of chips, Doritos, Fritos, etc. other popular snacks	
Seven selections of candy bars; popular candy Eight selections of pastry/cookies; popular pastries; Cookies	\$1.25-\$1.75

ROBERTS DRIVE CAMPUS

One Beverage Machine consisting of: 20 oz. bottles of assorted soft drinks	\$1.75
One snack machine consisting of: Selections of chips, Doritos, Fritos, etc. other popular snacks	
Several selections of candy bars; popular candy Several selections of pastry/cookies; popular pastries; Cookies	\$1.25-\$1.75

TECHNOLOGY DRIVE CAMPUS

1. Room 136, Student Lounge:

Two Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks	\$1.75
Some beverages, juices, water, Enhanced water:	\$1.50-\$3.00
One snack machine consisting of: Selections of chips, Doritos Selections of candy bars; popular candy; popular pastries; Cookies	\$1.25-\$1.75
One Microwave	

2. Room 020, Vending:

Two Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks	\$1.75
Some beverages, juices, water, Enhanced water:	\$1.50-\$3.00
One snack machine consisting of: Selections of chips, Doritos Selections of candy bars; popular candy; popular pastries; Cookies	\$1.25-\$1.75
One Microwave	

FORM OF PROPOSAL

NET Vending Sales at Ashland Community & Technical College for FY 2017-2018: \$21225.60

Fall 2018

<u>Headcount by Campus/Day</u>							
CAMPUS	MON	TUES	WED	THURS	FRI	SAT	SUN
College Drive	638	750	698	735	211	6	0
Roberts Drive	97	93	97	93	57	0	0
Technology Drive	533	460	519	475	327	0	0

Commission rate on sales for VENDING SERVICE AT ASHLAND COMMUNITY & TECHNICAL COLLEGE to be paid to KCTCS 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.**

Days required for delivery & installation upon award of contract: _____

Supplier References

Each supplier is required to submit in the space provided below three (3) references for service contracts performed in the last five (5) years.

COMPANY ADDRESS CONTACT PERSON PHONE/EMAIL SIZE OF FACILITY

- 1) _____

- 2) _____

- 3) _____

Years in Business _____ (Verified through the Kentucky Secretary of State). Supplier must have a minimum of three (3) years in business providing the same services that are similar to scope and size of services listed in this Invitation to Bid.

Kentucky 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.

Substitute W-9 Form

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.

**Substitute W-9 Form**

Substitute W-9
Revised 12/6/13

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

College:	System Office - Procure to Pay		
College Contact:	Bekka Korosec	College Contact Email:	bekka.korosec@kctcs.edu
College Contact Ph:	(859) 256-3391	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 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) |

Exempt from backup withholding

Other (Please Explain) _____

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

<input type="checkbox"/> Minority Business Enterprise/MBE (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"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> Disadvantaged Business Enterprise/DBE <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"/> Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> Disadvantaged Veteran Owned Business/DVOB <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"/> None of the Above	<input type="checkbox"/> Other (Explain):	

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:	

Purchase Order	Purchase Order Information <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				
Remittance	Remittance Address as it appears on your invoice			
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.

Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)	
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