



INVITATION TO BID

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

INVITATION NO.: KCT-01184	RETURN ORIGINAL COPY OF BID TO:
Issue Date: June 4, 2019	KCTCS
Method of Award: Best Value	PROCUREMENT TO PAYMENT DEPT
Issuing Officer: Vickie Dillon	ATTN: BID # KCT-01184
Email: Vickie.Dillon@kctcs.edu	300 NORTH MAIN STREET
	VERSAILLES, KY 40383

Bids are invited on the following: Snack Vending Service (Price Contract)

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY July 1, 2019 by 4:00 PM Eastern Daylight Time

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 or in Addenda. **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 will 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 must be filled out in ink or typed 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 Do Not Quote Sales Tax.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.

THIS AREA MUST BE COMPLETED

DELIVERY TIME: (Days after receipt of order)	NAME OF COMPANY	PHONE:
BID FIRM THROUGH:	NO. & STREET	FAX:
PAYMENT TERMS: Net 30 days Must Accept PO	CITY, STATE & ZIP CODE	
SHIPPING TERMS: FOB DESTINATION	SIGNATURE	DATE:
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 shall 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 Issuing Officer in this solicitation.

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 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 The Supplier 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 may 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.

1. Introduction

1.1. Purpose of Procurement

The Office of Procurement to Payment Services issues this Invitation to Bid to establish a contract with a qualified Supplier who will provide Snack Vending Service for the Kentucky Community & Technical College System (KCTCS), Big Sandy Community & Technical College (BSCTC).

1.2. Extension to Other Campuses & Institutions

The Supplier should be willing to extend the provision of services under the resulting contract to any other public institutions 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 then current rates for the specific level of services required.

1.3. Background

The Kentucky Community and Technical College System is comprised of 16 colleges with more than 70 locations statewide. KCTCS colleges change lives by providing accessible and affordable education and training through academic and technical associate degrees; diploma and certificate programs in occupational fields; pre-baccalaureate education; adult, continuing and developmental education; customized training for business and industry; and distance learning. For additional information regarding KCTCS please visit our website at: <http://www.kctcs.edu>.

<https://bigsandy.kctcs.edu/>

1.4. Overview of the Invitation to Bid Process

The objective of the Invitation to Bid is to select one or more qualified Suppliers (as defined by Section 1.1 “Purpose of the Procurement”) to provide the goods and/or services outlined in this Invitation to Bid to KCTCS. This Invitation to Bid process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all Suppliers’ responses received prior to the opening date of this Bid, the results of the Bid will be posted at the following link (under “Solicitation Results”):

https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

Suppliers should not assume personal notice will be given regarding the solicitation results.

1.5. Schedule of Events

The schedule of events set out herein represents KCTCS’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. After the opening of the Invitation to Bid, KCTCS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation and award on an as needed basis with or without notice.

If applicable, Suppliers are encouraged to visit the specified KCTCS location(s) prior to submitting a bid to inspect the conditions at the site. Any bidders wishing to schedule a site visit must contact the KCTCS representative listed below. KCTCS will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit.

Description	Date	Time
Release of Invitation to Bid	06/04/19	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	06/20/19	N/A
Site Visit Location: Multiple campuses – call to schedule. Site visits must be completed by June 17, 2019. Attendance is: Optional Site Visit Contact: John Herald, 606-886-7335	Site visits must be completed by June 17, 2019.	N/A
Bid Opening Date and Time	07/01/2019	4:00 p.m. ET
Bid Evaluation Completed (estimated)	1 to 2 weeks after opening	N/A
Notice of Award (estimated)	1 to 2 weeks after opening	N/A

1.6. Issuing Officer
Vickie Dillon
Vickie.Dillon@kctcs.edu

2. Instructions to Suppliers

By submitting a response to the Invitation to Bid, the Supplier is acknowledging that the Supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Restrictions on Communicating with Staff

From the issue date of this Invitation to Bid until the final award is announced (or the Invitation to Bid is officially cancelled), the Issuing Officer named herein, shall be the point of contact throughout the solicitation process. KCTCS reserves the right to reject the response of any Supplier violating this provision. This does not preclude Suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only, and/or to schedule a site visit.

2.1.2. Submitting Questions

Any explanation desired by a Supplier regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing to the Issuing Officer identified in Section 1.6. 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 Supplier to inquire with the Issuing Officer.

All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. In order to stay on track of the solicitation timeline, Suppliers are cautioned that KCTCS may not respond to late questions or questions submitted by any other method than as directed by this section.

2.1.3. Site Visit

The site visit or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events". In the event the site visit has been identified as mandatory, then a representative of the supplier must attend the site visit in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival to the location prior to the beginning of any mandatory site visit. All suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. 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 KCTCS employee are not binding on KCTCS.

2.1.5. Right to Request Additional Information

Prior to an award, KCTCS must be assured that the selected Supplier has all of the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, KCTCS is unable to assure itself of the Supplier's ability to perform, if awarded, KCTCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by fax or email will not be considered. Responses must be complete in all respects, as required in each section of this Invitation to Bid.

2.1.7. Amend and/or Cancel the Invitation to Bid

KCTCS reserves the right to amend this Invitation to Bid prior to the opening date and time. Amendments will be made in writing and posted as one or more addenda to the KCTCS website. Each Supplier is individually responsible for reviewing addenda and any other posted documents and making any necessary or appropriate changes and/or

additions to the Supplier's response. All Suppliers are encouraged to frequently check the KCTCS website for additional information at the following link: https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

KCTCS reserves the right to cancel this Invitation to Bid at any time if it is in the best interest of KCTCS to do so.

2.1.8. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the Supplier. KCTCS will not provide reimbursement for such costs.

2.1.9. ADA Guidelines

When applicable (e.g. webpages) the Supplier'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.

2.2. Submittal Instructions

Listed below are key action items related to this Invitation to Bid. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the Bid provides instructions regarding the process for reviewing the Bid, preparing a response to the Bid and submitting a response to the Bid.

2.2.1. Invitation to Bid Released

The release of this Bid is formally communicated through the posting of this Bid on the KCTCS website, which is accessible online as follows: https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

2.2.2. Invitation to Bid Review

The Invitation to Bid consists of the following:

1. This document, and
2. Any and all documents provided by KCTCS as attachments to the Bid or links contained within the Bid or its attached documents.

Please carefully review all information contained in the Bid, including all documents available as attachments or available through links. Any difficulty accessing the Invitation to Bid or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

2.2.3. Submitting a Response

Sealed Bids will be received in the offices of the Procurement to Payment department at the following address:

Kentucky Community and Technical College System
Attn: KCT-01184
300 North Main Street
Versailles, Kentucky 40383

All Bids will be time stamped by the KCTCS Procurement to Payment department upon receipt. Bids received after the due date and time will not be evaluated. Bids that are faxed or emailed will be rejected.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

3.1. 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.

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.

3.2. 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 Suppliers 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.

3.3. Public Information

KCTCS is subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked “confidential” under this agreement shall be treated as information identified by the Supplier as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

3.4. Governing Law

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this Invitation to Bid or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

3.5. Standard Insurance Requirements

Prior to the beginning of the contract, the Supplier 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 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 Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide the KCTCS with two (2) Certificates of Insurance. Please see section 3.1 for more details.

4. Form of Proposal Factors

The Invitation to Bid contains the requirements and related services that the Supplier must meet. KCTCS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. KCTCS will not tailor these needs to fit a particular solution a Supplier may have available; rather, the Suppliers shall propose to meet KCTCS’s needs as defined in this Invitation to Bid.

4.1. Alternates

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by KCTCS to meet its needs in all respects. Each Supplier’s response must indicate the brand name and model or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Equipment

Attached is the list of products required. All equipment proposed and delivered by the successful Supplier must be "New and Current Model(s)". No used/refurbished equipment or demonstrator models will be acceptable. All serial number tags, FCC approval numbers, model numbers, etc. must be affixed on each piece of equipment at the time of delivery. Equipment will be inspected and rejected if these numbers are not affixed or have been altered.

Warranty

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

4.3. Supplier References

Suppliers must submit with their bid at least three (3) references where services have been provided that are similar to the scope of work of this solicitation. Information provided must include persons to contact with addresses, email addresses, 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. Please write legibly.

Name/Address and contact email/Size: _____

Name/Address and contact email/Size: _____

Name/Address and contact email/Size: _____

5. Costs/Pricing

5.1. General Pricing Rules

Each Supplier is required to submit pricing as part of its response. By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, will be treated as non-responsive and will not be considered for award; and

3. The Supplier is required to provide net prices. In the event there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern;
4. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the Invitation to Bid or contract; and
5. All product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
6. Responses containing prepayment and/or progress payment requirements may be determined non-responsive; and
7. Responses requiring payment from KCTCS in less than thirty (30) days may be considered non-responsive; and
8. KCTCS is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

5.2 Cost Structure

It is the intent of KCTCS to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, KCTCS requires that each supplier's cost be structured as directed in the Invitation to Bid. Additional alternative cost structures will not be considered.

6. Award

6.1. Method

KCTCS intends to award a contract to the responsive and responsible Supplier(s), based on Best Value, who meets 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 Supplier's total score. The Supplier with the highest score has the highest ranking. Award is made to the Supplier with the highest ranking. If there is only one best value response to the solicitation, the evaluation process will be waived and award will be made to the only responsive, responsible Supplier.

6.2. Measurable Criteria

TOTAL POINTS: 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 COMMISSION RATE 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.).

Commission (100 Points)

The bidder with the highest commission rate receives the maximum score.

Years of Experience:

A minimum of 3 years of providing vending service for a similar scope of work is required.

Years in business will be verified with the Secretary of State.

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

6.3. Selection

KCTCS reserves the right to: (a) reject any and all responses, in whole or in part; (b) request clarifications from Suppliers; and (c) take any other action as permitted by law.

Any contract award resulting from the Invitation to Bid will be made to the lowest, responsive and responsible Supplier meeting all specifications.

6.4. Consideration

To be considered for award of a contract, the Supplier must be in good standing with KCTCS System Office regarding past performance. In order to be considered for an award, Supplier cannot have had a contract with KCTCS that was not renewed or

terminated early (unless at the Supplier's request) for performance reasons within the previous twelve (12) months (from the bid opening date on this bid event).

6.5. 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 Bidder 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.

6.6. Public Award Notice

The solicitation results will be posted at the link below. No Supplier should assume personal notice of the solicitation results will be provided by KCTCS.

https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

7. Contract Terms and Conditions

The contract that KCTCS expects to award as a result of this Invitation to Bid will be based upon the Bid, the successful Supplier's final response as accepted by KCTCS and the contract terms and conditions, which terms and conditions can be downloaded from: https://systemoffice.kctcs.edu/vendor_information/general_terms_and_conditions.aspx.

The Supplier will be responsible for compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The Supplier shall ensure that all of its employees comply with these Federal, State and Local Laws, Regulations and Mandates.

7.1. Supplier's Terms & Conditions

Responses submitted that include any additional Supplier terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky may be deemed non-responsive. Suppliers must refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the Supplier's liability to KCTCS on the contract awarded on the basis of such Invitation. Question regarding the terms and conditions of this Invitation to Bid shall be submitted in writing to the Issuing Officer prior to the deadline for submitting written questions as defined by the Section 1.5., Schedule of Events.

7.2. Contract Term

The initial term of the contract will be for 2 year(s) from the execution date of the contract with 3 one (1) year renewal periods upon mutual agreement. Renewal will be accomplished through the issuance of a KCTCS Amendment. In the event that the contract resulting from the award of this Invitation to Bid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, KCTCS may, with the written consent of the awarded Supplier, extend the contract for such period of time as may be necessary to permit KCTCS's continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties. Unless this Invitation to Bid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

7.3. Contract Termination

The contract resulting from this Invitation to Bid shall be subject to the following termination provisions:

- for default
- for Supplier bankruptcy
- for unavailability of funds
 - KCTCS may terminate the contract at any time if KCTCS determines that funding is no longer available to support this project/enterprise.
- mutual agreement
- otherwise as specifically provided by the contract
- non performance
 - Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel or personnel

control, whether arising from labor or service disputes, or otherwise any substantial change in ownership or proprietorship of the Supplier, which in the opinion of KCTCS is not in its best interest, or failure to comply with the terms of this contract.

- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

7.4. 90-Day Probationary Period

The 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.

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

7.6. Subcontracting

If providing services, no part of the service may be subcontracted without prior approval of the authorized personnel of KCTCS, or unless approved in writing prior to the award of the contract.

7.7. Additional Related Products/Services

KCTCS reserves the right to add additional related products/services based on the original offer. Upon mutual consent of KCTCS and the Supplier on pricing, performance, etc., said additional services may be added to the contract. KCTCS reserves the right to remove services to the contract if it is in the best interest of KCTCS to do so. Any contract changes will be incorporated as a written modification to the contract.

7.8. 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 Invitation to 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.

8. List of Invitation to Bid Attachments

The following documents make up this Invitation to Bid. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. KCTCS Invitation to Bid (this document)

9. Substitute W-9 / Supplier Onboarding

Substitute W-9 Form

If you are a new Supplier with KCTCS, please register as a Supplier through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment. **New and existing Suppliers, be sure to attach the completed Sub W9 Form below.**

The navigation is as follows:

- Click on the following link https://systemoffice.kctcs.edu/vendor_information/index.aspx
- Select Supplier Registration Portal (left side menu)
- Follow the steps in the instructions and online

If you are an existing Supplier, please include the SubW9 form with your bid proposal.

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 LEGIBLY -- 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

10. Special Terms

10.1. Commission Payments

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. Commission payments will be made in the form of a check payable to BSCTC and forwarded to BSCTC, Attn: Business Office, 1 Bert T. Combs Drive, Prestonsburg, KY 41653 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 Supplier 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.

10.2. Selling Prices

The selling prices to the consumer will be as listed herein. Prices are subject to revision only on February 1 and August 1 of each 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 BSCTC 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 Business Officer of BSCTC and KCTCS Procurement to Payment.

10.3. Maintenance of College Property

The Supplier will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by BSCTC. 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 BSCTC Business Officer.

10.4. Utilities

Utilities (heat, water and electricity) and outlets required will be furnished by BSCTC. Final connections are to be made by the Supplier. The Supplier will be required to meet any energy conservation policies of BSCTC.

10.5. Parking

The Supplier's vehicles will be clearly identifiable with the 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 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.

10.6. Damage

BSCTC 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. BSCTC will cooperate to the extent it deems feasible in guarding against such occurrences.

10.7. Taxes & License Fees

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

10.8. Accounting

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. Twenty (20) days after the close of each month, commission earned on each product sold will be submitted to the BSCTC Business Office. A breakdown will be furnished to BSCTC, 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.

10.9. 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 BSCTC. BSCTC will have the right to verify, on an unannounced basis, removals of receipts and/or products from each machine.

10.10. Equipment Specifications

The Supplier is required to 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. 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 Supplier will comply with energy conservation (sustainability) practices of KCTCS by using energy efficient machines 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 BSCTC Business Office. A service schedule for vending machines will be submitted to the BSCTC Business Office. Qualified service personnel will be on call all five (5) week days with service available within one (1) hour of advice of need. 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) business 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 in each location. The Supplier 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. Service personnel will conduct business in an appropriate and business-like manner, maintain a professional appearance, and observe all regulations in effect at BSCTC and KCTCS. **Leak proof waste receptacles (self-closing top with disposable bag) 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.**

The BSCTC Business Office will be provided with the names, addresses and telephone numbers of all service personnel.

NOTE: BSCTC has sandwich machines that may be used, or the vendor may provide their own. All other machines are to be provided by the vendor.

10.11. Equipment Changes

Equipment changes may be made only with the approval of BSCTC. Vending equipment may not be removed from BSCTC 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 BSCTC Business Officer. The Supplier also will make such equipment removals as requested by BSCTC.

10.12. Fixed Equipment

The Supplier will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by BSCTC. Changes or modifications (unless specified in the contract) to the BSCTC owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization from the BSCTC Business Office. BSCTC 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. The 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 BSCTC and KCTCS. Any expenditure to obtain compliance or remain in compliance will be borne by the Supplier.

10.13. Products to be Sold

The Supplier will use only nationally known and accepted products in the vending operation at BSCTC. 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 Supplier's commissary at any time.

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
- Snack variety, including healthy choices (candy, chips, pastries, cereal bars, gum, etc.)
- Fresh food (sandwiches, fruit, salads, etc.)

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

It will be the responsibility of the successful offeror to provide a variety of food and beverages that are properly prepared and attractively served. Easy to read menus with prices and items available should be provided. The successful offeror is to submit a sample menu, including portion sizes and prices as part of the bid.

10.14. 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 BSCTC. A route schedule will be submitted to BSCTC. 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 Supplier must replace any machine that breaks down with frequency well above normal commercial expectation.

10.15. Service Personnel

Service personnel will be dressed in clean uniforms and will observe all regulations in effect at BSCTC. BSCTC 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.

10.16. 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.

10.17. Refunds

Refunds are the responsibility of the Supplier and a system of immediate money refund, acceptable to BSCTC, will be in operation by the Supplier at all times. BSCTC 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.

10.18. Other Vending

BSCTC will not limit food vending machines to that furnished by the Supplier. The right to authorize other type vending and food services with other vendors is reserved.

10.19. Shortened Hours of Operation

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

10.20. Enrollment/Sales

Current Student Enrollment: 6,628
 Estimated one year sales: \$35,000

11. Form of Proposal

Commission rate to be paid to KCTCS Big Sandy Community and Technical College shall be:

_____ Commission 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.

Vending Service Minimum Equipment Requirements.

Candy/Snack Products: Variety and pricing of vending products shall be consistent with the local market.

Vending machines to be located at the following locations:

1. Prestonsburg Campus
 1 Bert T. Combs Drive
 Prestonsburg, KY 41653

Campbell Bldg.	Qty 1	Candy/Snack Machine
Pike Bldg	Qty 1	Candy/Snack Machine
Johnson Bldg.	Qty 1	Candy/Snack Machine
Student Center Bldg	Qty 1	Candy/Snack Machine
	Qty 1	Sandwich Machine
Post Secondary Bldg	Qty 1	Candy/Snack Machine
	Qty 1	Coffee/Hot Drink Machine

2. Mayo Campus
 513 Third Street
 Paintsville, KY 41240

Building A	Qty 1	Candy/Snack Machine
Building C	Qty 1	Candy/Snack Machine
	Qty 1	Sandwich Machine
Building E	Qty 1	Candy/Snack Machine

3. Pikeville Campus
 120 South Riverfill Drive
 Pikeville, KY 41501

Vending Room	Qty 2	Candy/Snack Machine
	Qty 1	Coffee/Hot Drink Machine
	Qty 1	Sandwich Machine

12. Supplier Checklist

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 6.5 – If applicable, completed forms included if claiming reciprocal preference

YES NO : Per Section 7.1. Supplier did not include their own terms and conditions

YES NO : Section 11, Form of Proposal completed in its entirety – no incomplete sections

YES NO : Section 9, Substitute W-9 completed

YES NO : Supplier meets all requirements throughout the Invitation to Bid