



INVITATION TO BID

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

INVITATION NO.: KCT-01202 Issue Date: September 11, 2019 Method of Award: Best Value Procurement to Payment Officer: Bekka Korosec Email: Bekka.korosec@kctcs.edu	RETURN ORIGINAL COPY OF BID TO: KCTCS PROCUREMENT TO PAYMENT DEPT BID #KCT-01202 300 NORTH MAIN STREET VERSAILLES, KY 40383
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Bids are invited on the following: TRAINING CNC LATHES

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY September 25, 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 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 Do Not Quote Sales Tax.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 days	CITY, STATE & ZIP CODE	
F.O.B. DESTINATION ALL DELIVERY CHARGES TO BE INCLUDED IN PRICES SHOWN	SIGNATURE	DATE:
Email		
FEDERAL ID NUMBER (EIN):	TYPED OR PRINTED NAME	

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 Procurement to Payment Department at 859-256-3225.

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

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

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

NOTICE

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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 shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

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

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

METHOD OF AWARD

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid 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 (if applicable)
YES	NO : Substitute W-9 completed
YES	NO : Suppliers included complete literature and specifications with their bid. Failure to submit complete literature will be cause for rejection of bid.
YES	NO : Supplier meets all requirements throughout the Invitation to Bid
YES	NO : Required pictures included in bid submission

Important Dates (subject to change per applicable Addenda):

September 16, 2019 4:00 PM EST

Deadline to submit questions. All questions must be emailed to bekka.korosec@kctcs.edu.

Addenda may be posted to KCTCS Opportunities to Bid website: https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx
Suppliers are responsible to check website and obtain and additional addenda documents posted to this site.

September 25, 2019, 4:00 PM EST

Deadline to submit bids.

1. SCOPE

You are invited to bid on the following **Acer Teaching CNC Lathes** for West Kentucky Community & Technical College, 4810 Alben Barkley Drive, Paducah KY 42001 (Main Campus, Anderson Technical Building, Room 156).

2. KCTCS OVERVIEW

The Kentucky Community and Technical College System, the largest institution of higher education in the Commonwealth, is composed of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve approximately 80,000 students and nearly 5,000 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

Key areas of emphasis include increased access to postsecondary education and educational attainment, community and economic development, workforce education and training, adult education and literacy, agriculture and rural development, nursing and allied health professions, emerging technologies and high-growth, high-wage occupations, online education, global partnerships and international education, firefighter and emergency medical professionals, and homeland security education and training. For more information, consult our website at www.kctcs.edu.

3. 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.

4. EQUIPMENT

Attached is the list of items required. All equipment proposed and delivered by the successful vendor must be "New and Current Model(s)". No used equipment or demonstrator models will be acceptable, unless specified in the form of proposal. 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.

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.

Equipment Listing Requirements

All equipment and assemblies of equipment including the listing and labeling of the equipment and assemblies of equipment, must meet the requirements stated in the current edition of NFPA 70 National Electrical Code and be certified by an independent testing laboratory as per National Electrical Code, NFPA 79, articles 110.3A, 110.3B and 90.7, the Kentucky Building Code and all applicable references noted therein. Bidders may be required to provide evidence of the certification prior to award of contract/order. Payment for equipment and assemblies of equipment delivered will be subject to the provision of documentation of the labeling and listing of said equipment and assemblies of equipment.

The equipment must also be listed and labeled by a nationally recognized testing laboratory (NRTL) or certified by field evaluation and labeled by a third party nationally recognized testing laboratory (NRTL) acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements. If a listing does not exist or third party certification cannot be provided for said equipment, the services of a Professional Engineer licensed in the Commonwealth of Kentucky may also be procured by the bidder to certify that the equipment has been constructed in accordance with NFPA 79 and UL 508A standards and their references. All costs associated with required listings or certifications shall be included in the bid price. Each piece of equipment or assembly of equipment offered in response to this bid shall either be listed and labeled or certified and labeled prior to shipment by the successful bidder.

5. ALTERNATES

Alternate equipment proposed by a bidder as equivalent must substantially meet or exceed the manufacturer's specifications for each product listed in this Invitation to Bid. Vendors bidding alternate equipment must submit complete literature and specifications with their bid in order for an evaluation by KCTCS to be made. Failure to submit complete literature will be cause for rejection of bid.

6. INSPECTION

All supplies and equipment shall be subject to inspection or tests by the college prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, the college shall have the right to reject them or require acceptable correction at the supplier's expense.

7. DAMAGED MATERIALS

When an order is received and found damaged, the vendor will be notified immediately concerning the course of action necessary to resolve the situation. Should replacement materials be required, said material will be replaced within ten (10) working days, unless there is just cause shown that this requirement cannot be met. A notice of disposition for damaged materials will also be required within ten (10) working days, or KCTCS, will dispose of, or return, said materials at their convenience.

8. DELIVERY

All items are to be shipped F.O.B. Destination, all freight charges included in the price (or unless specified on the form of proposal). The successful vendor will be responsible for all equipment while in transit. Any freight claims will be the responsibility of the vendor. The College will reject any damaged shipments and immediate notification will be given to the bidder.

9. FOB BASIS OF SHIPMENT – SUPPLIER RESPONSIBLE

The vendor shall be fully responsible for all shipments FOB Destination to the KCTCS location indicated on each order. The discounts quoted on this Invitation shall be FOB Destination - which is the receiving location and must include the cost of shipment of the unit being offered. Discount pricing shall then include cost of commodity plus shipping and handling if a commodity is requested.

10. OVER SHIPMENTS AND INCORRECT MATERIALS

It is the responsibility of the vendor to initial movement of said materials from the premises and send replacement materials within ten (10) working days, unless there is just cause shown that this requirement cannot be met. Failure by KCTCS to receive disposition instructions will result in a collect return shipment to the vendor.

11. INSTALLATION

The installation of equipment shall be scheduled with college personnel during normal business hours, 8:00am-4:30pm, Monday-Friday.

12. 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.

13. 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.

14. MANUALS

Instruction and operating manuals shall be furnished for all equipment installed.

15. 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 Vendor in response to the established measurable criteria contained in the Solicitation.

Measurable Criteria:
Price 100

TOTAL POINTS 100 Points

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. VENDOR SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Vendor 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 lowest Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 100 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 90 points ($\$3.00 / \$3.00 = 1.00 \times 100 = 100$). Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 67.50 points ($\$3.00 / \$4.00 = .75 \times 100 = 75$).

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

Method of Breaking Tie Bids:

Tie low bids on the purchase of commodities may be broken in the following order if price and delivery are equal.

1. Time discount.
2. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations. (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
3. Supplier who has performed satisfactorily in the past over supplier who has not previously served the KCTCS or who has not performed in satisfactory manner.
4. Flip of coin, witnessed by at least two KCTCS personnel.

The bid file shall be documented listing one or more of the above listed factors.

16. KENTUCKY RECIPROCAL PREFERENCE LAWS

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

17. 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.

18. AUTHORIZED DISTRIBUTOR

Only responses to this solicitation from Authorized distributors and/or Resellers will be accepted. All Bidders shall submit with their response a letter, certificate, or completed reseller agreement from/with the manufacturer stating that the bidding agency is licensed and/or authorized to sell and/or redistribute the items for which they are bidding. Bids may be rejected if submitted without proper certification of the redistributing status of the bidder.

19. 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.

20. 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 shall be rejected.

21. 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.

22. CANCELLATION OF BIDS

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

23. ADDENDA & AMENDMENTS

If 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.

24. POST CONTRACT AGREEMENTS

The resulting contract and KCTCS Purchase Order shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company 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.

25. SUPPLIER 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 shall be rejected. Suppliers shall refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation

26. KENTUCKY SALES AND USE TAXES

Sales of tangible personal property or services to the State of Kentucky and its constitutional agencies are not subject to state sales or use taxes.

27. 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;

- a. 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).
- b. 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.
- c. 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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. QUESTIONS, SOLICITATION SOLE POINT OF CONTACT - RESTRICTION ON COMMUNICATION

The KCTCS Procurement to Payment Department shall be the sole 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 vendors 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 or fax to:

Bekka Korosec

KCTCS Procurement to Payment Services

Bekka.Korosec@kctcs.edu

Phone calls will not be accepted.

All questions are to be submitted to the Purchasing Department **no later than September 16, 2019 4:00PM EST via email to Bekka.Korosec@kctcs.edu.** If questions are submitted, an addenda in response to questions will be posted.

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.

FORM OF PROPOSAL

You are invited to bid on the following **Acer Teaching CNC Lathes** for West Kentucky Community & Technical College, 4810 Alben Barkley Drive, Paducah, KY 42001 (Main Campus, Anderson Technical Building, Room 156).

Bidder must bid on all line items to be considered for award and must be an authorized dealer. Alternate equipment proposed by a bidder as equivalent must substantially meet or exceed the manufacturer's specifications for each product listed in this Invitation to Bid. Vendors bidding alternate equipment must submit complete literature and specifications with their bid in order for an evaluation by KCTCS to be made. Failure to submit complete literature will be cause for rejection of bid.

Part #s supplied by ACI Machine Tool Sales, LLC

Item	Description	QTY	Unit Cost (including any educational discounts)
1	<p>Acer ATL 1440E Flat Bed Teaching CNC Lathe:</p> <ul style="list-style-type: none"> • 5HP Motor (cont)/ 7.5HP (30 min) for 3 Phase 60 HZ Wiring • Hardened and Ground Meehanite Casting Bedway • Hardened and Ground Gears and Spindle • 3 Gear Ranges: 60-2700 RPM • D1-4 Camlock with 1-9/16" (40mm) Spindle Bore • Fagor 8055 i/A-TC Control • Constant surface speed • Manual – Teach- CNC Modes • Dual MPG Handwheel • C5 Ball Screw on X & Z Axes • 6" 3 jaw case iron chuck • Manual tool post & 4 holders <p>REQUIRED - Must be either UL listed and labeled by a nationally recognized testing laboratory (NRTL) or UL certified by field evaluation and labeled by a third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements</p> <p>YES or NO _____ UL listed and labeled by a nationally recognized testing laboratory (NRTL)?</p> <p>YES or NO _____ UL certified by field evaluation and labeled by a third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements?</p> <p>MANUFACTURER / MODEL _____</p> <p>WARRANTY _____</p> <p>No installation required by supplier. Install will be taken care of by college. College has a lift truck for unloading equipment.</p>	3	\$
2	<p>Freight Charges (Ship FOB Destination): West Kentucky Community & Technical College 4810 Alben Barkley Drive Paducah, KY 42001</p>	1	\$

	EXTENDED COST TOTAL	\$
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Guaranteed Delivery date ARO: _____

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. **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.



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 the complete shaded area of form. New and updated forms must be signed and dated.

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

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

Legal Name used for purposes of IRS reporting _____

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

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

Type of Business (Required):

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

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

Kentucky Community and Technical College System Procurement to Payment

MEMORANDUM

TO: Potential Bidders Responding to KCTCS Invitation to Bid

FROM: Bekka Korosec, Procure to Pay Analyst

RE: KCTCS Listing or Certification Requirements for Equipment or Assemblies of Equipment

The Kentucky Community and Technical College System is a public institution of higher education organized under the laws of the Commonwealth of Kentucky. As such the authority having jurisdiction in Kentucky requires that equipment used in our facilities be either listed and labeled by a nationally recognized testing laboratory (NRTL) or certified by field evaluation and labeled by a third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements.

Providers of equipment listing or third party certification services are included but not limited to those indicated in the attached Excel spreadsheet. Manufacturers may use any NRTL or other third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements.

All equipment and assemblies of equipment offered in response to this Invitation to Bid shall be in full compliance with the above referenced listing or certification requirements. If a listing does not exist or third party certification cannot be provided for said equipment, the services of a Professional Engineer licensed in the Commonwealth of Kentucky may also be procured by the bidder to certify that the equipment has been constructed in accordance with NFPA 79 and UL 508A standards and their references.

All costs associated with required listings or certifications shall be included in the bid price unless otherwise specified in the form of proposal. Each piece of equipment or assembly of equipment offered in response to this bid shall either be listed and labeled or certified and labeled prior to shipment by the successful bidder.

Listing of Field Evaluators

NAME	STREET	CITY	STATE	ZIP	PHONE	E-MAIL	WEB
ESA/CSA International dba ESA Field Evaluation	1 Terrence Matthews Crescent, Suite 130	Ottawa	Ontario	K2M 2G3	800-559-5356 or 613-271-1489	field.evaluation@electricalsafety.on.ca	www.esasafe.com
CertifiGroup	901 Sheldon Drive	Cary	NC	27513	800-422-1651	info@CertifyGroup.com	http://www.certifygroup.com/pages/field.htm
TUV-Rheinland of North America, Inc.	12 Commerce Road	Newtown	CT	06470	203-426-0888	info@tuv.com	http://www.us.tuv.com/contact/in dex.aspx
QPS America, Inc.	912 County Road 27	Estilfork	AL	35745-8048	877-746-4777	info@qps.ca	http://www.qps.ca/
Underwriters Laboratories	333 Pflingsten Road	Northbrook	IL	60062-2096	847-854-3577		http://www.ul.com/contact.html
MET Laboratories, Inc.	914 W. Patapsco Ave.	Baltimore	MD	21230	800-638-6057	info@metlabs.com	http://www.metlabs.com/pages/direct.html
Emerson Process Management, Mobile Area Service Center	5380 Business Pkwy #1	Theodore	AL	36582	251-653-5860		http://www.electro-test.com/Ccnform.html#Field%20Evaluation
Intertek Testing Services NA, Inc.	1717 Arlingate Lane	Columbus	OH	43228	614-279-8090	andy.qbur@intertek.com	http://www.intertek-eltsemko.com/portal/page/cust portal/ITK_PGR/
Pfeiffer Engineering Co.	2701 Lindsay Avenue	Louisville	KY	40206-2222	502-897-1630 or 502-417-9358	jcp@pfeiffereng.com	www.PfeifferEng.com
Echo Power Engineering, LLC	1002 S. Graycroft Ave	Madison	TN	37115	615-692-9472 or 615-796-5131	joe@echopowerengineering.com scotty@echopowerengineering.com	www.echopowerengineering.com