



KENTUCKY
COMMUNITY & TECHNICAL
COLLEGE SYSTEM

INVITATION TO BID

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

INVITATION NO.:	KCT-01400
Issue Date:	1/11/2024
Method of Award:	Best Value
Issuing Officer:	Amberlee Leve
Email:	Amberlee.Leve@kctcs.edu
Bids are invited on the following:	Vending Services

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 2/1/2024 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 multiple 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 Do Not Quote Sales Tax.

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: <https://systemoffice.kctcs.edu/suppliers/index.aspx>
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 successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

INSTRUCTIONS TO BIDDERS:

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. If applicable, 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

You are invited to bid on the following Vending Services for the Kentucky Community & Technical College System (KCTCS), Ashland Community and Technical College, 1400 College Dr, Ashland, Ky 41101.

1.2. Overview of the Invitation to Bid Process

The objective of the Invitation to Bid is to select one or more qualified Suppliers 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 Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all Suppliers' responses received after 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/suppliers/opportunities-to-bid.aspx>

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

1.3. 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 opening 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	1/11/2024	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.4.	1/23/2024	N/A
Site Visit Location: Multiple: Paul Seasor, Administrative Services Director, #606-254-7638 Attendance is: Mandatory Site Visit Contact: Paul Seasor, Administrative Services Director, #606-254-7638	A site visit must be completed NO LATER THAN 1/22/2024. Suppliers who hold a current contract for vending services at ACTC are exempt from a mandatory site visit	N/A
Bid Opening Date and Time	2/1/2024	4:00 p.m. ET
Bid Evaluation Completed (estimated)	1 to 5 days after opening	N/A
Notice of Award Posted (estimated)	1 to 5 days after opening	N/A

1.4. Issuing Officer

Amberlee.Leve@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 scheduling 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 1.4. 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 1.3 "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 a 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 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 may 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. Addenda 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/suppliers/opportunities-to-bid.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 Acceptable 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 1.3 identifies the dates and time for these key action items. This portion of the Invitation to Bid provides instructions regarding the process for reviewing the Bid, preparing a response to the Invitation to Bid and submitting a response to the Invitation to Bid.

2.2.1. Invitation to Bid Released

The release of this Invitation to Bid is formally communicated through the posting of this Invitation to Bid on the following websites:

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

<https://bidlocker.us/a/kctcs/BidLocker>

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 Invitation to Bid or links contained within the Invitation to 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:

1. The Issuing Officer (See Section 1.4) and
2. **Bid Locker at info@equityhub.us.**

2.2.3. Submitting a Response

There are two (2 ways) to submit your bid response. (CHOOSE ONLY ONE OPTION)

Option 1 (Electronic): Upload bid packet to Bid Locker.

Suppliers can complete this bid document and upload it, along with any other pertinent documents, to Bid Locker through a web browser. Click on the following link and then click on the Invitation to Bid #KCT-01400.

<https://bidlocker.us/a/kctcs/BidLocker>

Option 2: Mail or drop off a completed bid packet.

Suppliers must supply the following number of copies of their bid submission:

- 1 hard copy with original signature; and
- 1 (flash) drive - must match the completed hard copy documents

Do not bind paper together with an adhesive or mechanism such as a wire, staple, comb, ring or strip.

Sealed Bids will be received in the offices of the Procurement to Payment department **Mondays through Thursdays** from 8:00 AM – 4:30 PM EST at the following address:

Kentucky Community and Technical College System
Attn: KCT-01400
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. Section reserved.

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 offeror 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. Freight

All items shall be shipped FOB Destination – Prepaid and Add. The supplier shall be fully responsible for all items while in transit. Any freight claims will be responsibility of the Supplier. Any foreseen damaged shipments will be rejected by the college and immediate notification give to the Supplier.

3.6. Payment

KRS 45.451 to 45.458 require that all bills shall be paid within 30 working days of either the receipt of correct invoice, and receipt of goods or services in satisfactory condition. A penalty payment of 1% per month shall be added to the amount due the supplier for each full or partial month that the payment exceeds 30 working days unless the invoice is in dispute.

3.7. 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

Aggregate \$3,000,000

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. Section reserved.

4.2. Section reserved.

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 PO; and
2. 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;
3. All product deliveries will be F.O.B. destination and all freight/shipping charges must be included in the quoted cost (no hidden fees); and
4. Responses containing prepayment and/or progress payment requirements may be determined non-responsive; and
5. Responses requiring payment from KCTCS in less than thirty (30) days may be considered non-responsive; and
6. 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

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 MUST ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Supplier must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Best Commission Rate: 100 Points

Each Supplier is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluator(s) to afford each Supplier the maximum score based on the available data submitted by the Supplier. SUPPLIERS 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 best commission rate receives the maximum score. The bidder with the next best commission rate receives points by dividing the best commission rate by the next best commission rate and multiplying that percentage by the available points. For example, assume 17% is the best offer from bidder "A", then bidder "A" receives 100 points $17\%/17\% = 1.00 \times 100 = 100$). Assume 12% is the next low offer by bidder "B", then bidder "B" receives 71 points $(12\%/17\% = .71 \times 100 = 71)$, etc.

Method of Breaking Tie Bids:

Tie low bids on the purchase of commodities/services 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 document one or more of the above-listed factors.

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.494, 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. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

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/suppliers/opportunities-to-bid.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 awarded 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/suppliers/terms-conditions.aspx>

The awarded Supplier will be responsible for compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The awarded 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 bid and KCTCS terms and conditions 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.

Additionally, Suppliers must refrain from electronically modifying the terms within the Invitation to Bid document.

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. Supplier Registration

If applicable and upon award, the **AWARDED BIDDER** must register and/or update their information through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment.

10. Special Terms

10.1. Description of Services

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

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

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

10.2. Safety of Persons and Property

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

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

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

10.3. Parking

The awarded Supplier's vehicles will be clearly identifiable with the awarded 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. No vehicles or heavy equipment will be parked on sidewalks or lawns without prior authorization from Business Affairs.

10.4. Equipment

A. Equipment Specifications

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

B. Equipment Changes

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

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

C. 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.

D. Equipment Maintenance

All machines will be kept free from dirt, accumulated dust, kick marks, scratches, and spillage; paint will be touched up as needed. Leak proof waste receptacles (self-closing top with disposable bag) as needed to handle trash generated will be furnished, serviced, and emptied by the awarded Supplier at a designated location. 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.

E. Codes and Standards

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

F. Equipment Installation

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

The awarded Supplier will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by Ashland Community & Technical College. Changes or modifications (unless specified in the contract) to the College owned space, property, fixtures, fixed equipment, or utilities may not be made without written authorization of the Ashland Community & Technical College Business Officer.

10.5. Services

A. Service Personnel

Service personnel will be dressed in clean uniforms and will observe all regulations in effect at the College. The College will be provided with the names, addresses and telephone numbers of all service personnel. A decal with the service name and telephone number will be affixed in a conspicuous place on at least one (1) machine in each location.

Attendants for vending areas may be provided by the awarded Supplier if needed to enhance sales and service. This provision, if adopted, will not affect the existing commission.

B. Service Schedule

All machines will be installed on a full-service basis and will be serviced as often as required to keep stocked, presentable, and operating satisfactorily as judged by the Business Officer of Ashland Community & Technical College. A route schedule will be submitted to the College. Qualified service personnel will be on call all five (5) weekdays with service available within one (1) hour of advice of need. A printed notice will be affixed to each machine advising contact points and methods 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 awarded Supplier must replace any machine that breaks down with frequency well above normal commercial expectation.

C. Service Performance

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

Problems that may arise should be resolved between the supplier and the College. If such problems and/or disagreements cannot be resolved, they should be referred, by either party, to the Director of the Procurement to Payment Department for settlement. Since no absolute criteria for determining performance exists, the final authority and responsibility for judging performance rests with the Business Affairs Officer of the college. However, poor performance charges must be documented and substantiated in writing, including letters and memoranda advising needed corrections.

10.6. Accounting & Commission

A. Accounting

Receipts from each machine will be taken to the awarded 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 Ashland Community & Technical College. A breakdown will be furnished to Ashland Community & Technical College, by building, showing the gross receipts and commission earned from each machine, by-machine number, the total commission for the building, and the grand total for the campus operation. **SAMPLE REPORT TO BE SUBMITTED WITH BID.**

B. Accounting Records

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

C. Commission

The 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.

D. Commission Payments

Commission payments will be made in the form of a check payable to Ashland Community & Technical College and forwarded to the College Business Office not later than the twentieth (20th) of the month following the month in which the commission was

earned. **A breakdown will be furnished with each check to Ashland Community & Technical College, by building, showing the gross receipts and commission earned from each machine, by-machine number, the total commission for the building, and the grand total for the campus operation.** The Kentucky Community and Technical College System (KCTCS) reserves the right to require the awarded 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.

E. Taxes and License Fees

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

10.7. Concession

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

10.8. Shortened hours of Operation

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

10.9. Refunds

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

10.10. Utilities

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

10.11. Damages to College Property

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

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

10.12. Previous Vending Sales

NET Vending Sales at Ashland Community & Technical College for FY 2022-2023: \$13,890

Fall 2023

Headcount by Campus/Day

CAMPUS	MON	TUES	WED	THURS	FRI	SAT	SUN
College Drive	457	360	381	341	162	0	0
Roberts Drive	142	169	156	133	169	0	0
Technology Drive	277	298	295	285	81	0	0

10.13. Products to be Sold

The awarded Supplier will use only nationally known and accepted products in the vending operation at the College. KCTCS reserves the right to specify acceptable brands to be vended.

Products vended must meet all standards of the Food and Drug Administration and of the State Bureau for Health Services. All food items must be fresh when installed and will be date-stamped. Food items with expired dates will be removed from the machine. A representative of KCTCS may inspect the awarded Supplier's commissary at any time.

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

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

- Cold & hot beverage, including healthy choices

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

10.14. Pricing

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

EXAMPLE

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION OF PRODUCTS</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>
1	1	Example of snack products for customer: Chips Healthy snacks Candy Bars Gum Crackers/cookies/peanuts	\$.75 - \$1.25	Lays, Doritos, Snickers, Double Mint

College Drive Campus, 1400 College Drive, Ashland Ky 41101

All items must be quoted (per location) to be considered for an award. The Main Campus has several buildings with vending machines.

Group 1:

Main Building – Second, Third and Fourth Floors:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>
1.	3	One Beverage Machine on each floor consisting of: bottles of assorted drinks	\$ - \$	
2.	3	One snack machine on each floor consisting of: Selections of chips, etc. other popular snacks Several	\$ - \$	

		selections of candy bars; popular candy Several selections of pastry/cookies; popular pastries. Cookies		
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*Pricing for all – same as on all floors.

Group 2:
Cosmetology Building:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>
1.	1	One Beverage Machine consisting of: 20 oz. bottles of assorted soft drinks	\$ - \$	
2.	1	One snack machine consisting of: Selections of chips, etc., other popular snacks	\$ - \$	

Group 3:
LRC Building – First Floor:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>
1.	1	One Beverage Machine consisting of: 20 oz. bottles of assorted soft drinks	\$ - \$	
		Dasani water:	\$ - \$	
2.	1	One snack machine consisting of: Selections of chips, etc., other popular snacks Seven selections of candy bars; popular candy Eight selections of pastry/cookies; popular pastries; Cookies	\$ - \$	

Group 4:
Goodpaster Building – Third Floor:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>
1.	1	One Beverage Machine on each floor consisting of: bottles of assorted drinks	\$ - \$	
2.	1	One snack machine consisting of: Selections of chips, etc., other popular snacks Seven selections of candy bars; popular candy Eight selections of pastry/cookies; popular pastries; Cookies	\$ - \$	

Roberts Drive Campus, 1400 Roberts Drive, Ashland, Ky 41102

All items must be quoted (per location) to be considered for an award.

Group 5:

The Downtown Campus requires the specifications below:

ITEM	QTY	DESCRIPTION OF EQUIPMENT	PROPOSED PRICE SCALE FROM BIDDER	NATIONALLY RECOGNIZED BRANDS BEING OFFERED
1.	1	One Beverage Machine consisting of: 20 oz. bottles of assorted soft drinks	\$ - \$	
2.	1	One snack machine consisting of: Selections of chips, etc., other popular snacks Several selections of candy bars; popular candy Several selections of pastry/cookies; popular pastries; Cookies	\$ - \$	

Technology Drive Campus, 902 Technology Dr, Ashland, Ky 41143

All items must be quoted (per location) to be considered for an award.

Group 6:

Room 136, Student Lounge:

ITEM	QTY	DESCRIPTION OF EQUIPMENT	PROPOSED PRICE SCALE FROM BIDDER	NATIONALLY RECOGNIZED BRANDS BEING OFFERED
1.	1	One Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks. Some beverages, juices, water, Enhanced water:	\$ - \$	
2.	1	One snack machine consisting of: Selections of chips, Selections of candy bars; popular candy; popular pastries; Cookies	\$ - \$	
3.	1	Microwave, commercial quality		

Group 7:

Room 020, Vending:

ITEM	QTY	DESCRIPTION OF EQUIPMENT	PROPOSED PRICE SCALE FROM BIDDER	NATIONALLY RECOGNIZED BRANDS BEING OFFERED
1.	2	Two Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks	\$ - \$	

2.	2	One snack machine consisting of: Selections of chips, Selections of candy bars; popular candy; popular pastries. Cookies	\$	- \$	
3.	1	Microwave, commercial quality			

Group 8:
Room 166L:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>PROPOSED PRICE SCALE FROM BIDDER</u>	<u>NATIONALLY RECOGNIZED BRANDS BEING OFFERED</u>	
1.	1	One Beverage Machines consisting of: 20 oz. bottles of assorted soft drinks	\$	- \$	
2.	1	One snack machine consisting of: Selections of chips, Selections of candy bars; popular candy; popular pastries. Cookies	\$	- \$	

11. Form of Proposal

Bidder must complete each section below to be considered for award.

COMMISSION RATE:

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

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

_____ Number of years in business under the company name on this bid
(Years in business will be verified with the Secretary of State).

_____ Per Section 10.6.A. Sample Accounting Sheet has been included.

12. Business Classification

This section is for informational purposes.

Select all that apply (does not apply to publicly traded entities).

<input type="radio"/> 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="radio"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="radio"/>	Disadvantaged Business Enterprise/DBE <i>Defined as a business at least 51% owned by at least one differ- ently- abled, socially, or economically disadvantaged individual as defined by Federal law.</i>		

<input type="radio"/> Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="radio"/> 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>
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<input type="radio"/> None of the Above	<input type="radio"/> Other (Explain):
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13. 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 3.1 – If applicable, included authorized dealer/distributor letter
YES NO : Section 6.5 – If applicable, completed forms included if claiming reciprocal preference
YES NO : Per Section 7.1. Supplier did <u>not</u> include their own terms and conditions
YES NO : Per Section 10.6.A. Sample Accounting Sheet is included
YES NO : Section 11, Form of Proposal completed in its entirety – no incomplete sections
YES NO : Supplier meets all requirements throughout the Invitation to Bid