

Kentucky Valley Educational Cooperative

KVEC

Invitation to Bid

Bid Opening: May 20, 2016 9:00am
Bid due by (closing): May 20, 2016 9:00am
Bid Item(s): SCHOOL BEVERAGES
Bid Reference#: KVEC-School Beverages-16/17
Contract Period: July 1, 2016-June 30, 2017

Notice is hereby given that sealed bids for distribution of food service supplies for the Kentucky Valley Educational Cooperative (KVEC) members will be received at the KVEC office: Kentucky Valley Educational Cooperative

412 Roy Campbell Drive
Hazard, KY 41701
(606) 436-3161 x5027
ATTN: Ashley Parker

Information pertaining to any item or conditions in this bid request may be obtained by contacting the **KVEC office**. Contact information is located on the KVEC website (www.kentuckyvalley.org). The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the internet at KVEC website beginning on the bid public notice date and until the time and date specified for the bid opening. **Approved vendor information will be available upon official board action.**

In submitting this bid, it is expressly agreed that, upon proper acceptance by the KVEC Board of Directors of any or all items bid, a contract shall thereby be created with respect to the items accepted.

Bids must be received at the **listed location**, not later than the specified bid opening time and date. Bids received after the time designated for the bid opening will not be accepted. Bids should be sealed in an envelope and clearly marked "***BID ENCLOSED***" **and should include Bid Reference #**. The participating bidding institutions cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time.

GENERAL BID INSTRUCTIONS AND CONDITIONS

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid." All proposals must be submitted on the "Bid Form." In order to qualify your bid shall be in a sealed envelope clearly marked "School Beverage Bid."

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the KVEC after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

KVEC reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to, cases where such waiver is necessary due to technical errors or inconsistencies in the preparation for such specifications.

D. PERFORMANCE BOND

KVEC reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

E. EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing here under during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary ways because of fire, strike, partial or total interruption of loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to the other part, providing it is not due to the fault or negligence of the party not performing.

F. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

G. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed, as the Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

H. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling or delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

I. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If the bidder fails to indicate brand or trade name, where requested, the item may be disqualified.

J. NON-DISCRIMINATION

During the performance of this contract, the seller agrees as follows:

- (1) The seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or prenatal status, national

origin, race, sex, veteran status, or political opinion or affiliation. The seller shall take affirmative action to ensure that applicant are employed, and the employees are treated during employment without regard to their age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status or political opinion or affiliation. Such actions shall include, although not limited to, the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The seller agrees to post in conspicuous places notices setting forth the provisions of this equal opportunity clause.

- (2) In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Ave. Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 632-6136 (Spanish). USDA is an equal opportunity provider and employer.

- (3) The seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the seller; state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, national origin, handicap condition, marital or prenatal status, race, sex, veteran status, or political opinion or affiliation.
- (4) The seller shall cause any subcontractor engaged to perform any services required by this contract to include this equal opportunity clause in all solicitation, advertisement, and employment practices it shall perform.

K. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be requested to assist in making decisions for awarding of contracts. The samples must be furnished by time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid.

If samples are required, and they are not claimed by the indicated date, the samples will become the property of the KVEC.

All samples are to be furnished without cost to KVEC with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

NOTE: Bid samples and/or descriptive literature should not be submitted unless expressly requested.

L. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration

M. BIDS

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar item may be removed from the applicable bidder mailing list.

No bid can be corrected or altered or signed after being opened. KVEC will not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned will be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form.

For clarification relative to this bid, contact Mrs. Ashley Parker, KVEC (606) 436-3161 x5027.

N. PRICES

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluid is to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the KVEC office. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

O. OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer of vendor, the term “or equal” if not inserted, is implied.

The use of a specific article or manufacturer’s name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer’s product of comparable quality, design and efficiency.

SPECIAL CONDITIONS

AWARDING OF CONTRACT (S):

Contracts may be awarded to the lowest evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis; whichever is deemed to be in the best interest of KVEC.

TECHNICAL SPECIFICATIONS:

Technical specifications are attached for various items to indicate quality of merchandise requested and not to restrict bids on equal or better quality items. Low prices will not be the only criterion for awarding bids, as each item shall be subject to evaluation and/or usage test prior to the awarding of the bid and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

QUANTITIES:

The quantities listed herein are not guaranteed; however the staff anticipates purchasing the minimum quantities listed. The quantity listed for each individual item will be ordered for one shipment.

SUBSTITUTIONS:

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from the School Board Finance Officer.

PURCHASE REQUIREMENTS:

All deliveries must be made to the location indicated on the purchase order and signed for by a responsible board official.

All invoices must show the Board of Education's purchase order number, date of delivery, and name of location and list of items delivered by item name.

OTHER CONDITIONS:

All blanks and information requested are to be completed on the bid form in order to qualify your bid.

Kentucky Valley Educational Cooperative reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

KENTUCKY VALLEY EDUCATIONAL COOPERATIVE
SPECIAL BID CONDITIONS FOR SCHOOL BEVERAGES

1. Vending Machines

The Successful bidder shall furnish vending machines to ALL schools within the Designated School System. Volume of sales shall determine the number and type of machines to be placed in each cafeteria and at each site. Repairs shall be the responsibility of the vendor.

2. Placing of Orders

The successful bidder shall have a representative contact the school for the purpose of taking orders or shall supply the school and other sites with a toll-free number for placing orders.

3. Delivery of Beverages

Beverages shall be delivered weekly to all schools and sites. Deliveries shall be made on weekdays between the hours of 8:00 AM and 3:00 PM. If sales warrant, the vendor shall make additional deliveries at the request of the proper authorities

4. Clarification of Delivery to Include the Filling of Machine

In the event that full services is selected as the bid alternative the vendor shall retain the keys to the machine and be responsible for filling up the machine and removing and accounting for all cash in the machine.

5. Security

The Designated School will assume normal responsibility for the care and protection of vending machines; however, no specific responsibility or liability for the protection of the machines shall be assumed.

6. Invoices and Statements (Providing Self Service is Accepted)

With each delivery, the vendor shall issue an invoice showing the total number of cases delivered and the case price. The cafeteria manager shall designate an employee(s) to receive all shipments and to sign all invoices. The vendor shall assign an account number for each site. The account number shall appear on all invoices and statements. The successful bidder shall submit a monthly statement, along with duplicates of signed invoices, to the central office for all sites under his jurisdiction. Payment shall be made to the vendor within (45) days following presentation of statement.

7. Invoices and Statements (Providing Full Service is accepted)

With each delivery, the vendor shall issue a delivery ticket indicating what had been placed in the machine and how many of each different cola. A monthly reconciliation would be provided,

including copies of delivery tickets indicating the number of items that had been sold. This would then be multiplied times the selling price to show the gross receipts for each machine. A check would accompany the reconciliation that would reflect the bid percentage being paid to each school or central office.

8. Connection of Vending Machines

Electrical Outlets shall be provided for each machine by the designated school. The vendor shall be required to deliver the machines, set in place, and make connections. Extension cords shall not be used.

Definitions

Self-Serve-- Self-Serve for purposes of this bid is defined as the vendor delivering the product to the machine in the school, central office, bus garage, maintenance shop, and/or FRYSC centers and the buyer being responsible for the collection of monies from the machines and paying for the product.

Full Serve-- Full Serve for purposes of this bid is defined as the vendor delivering the product to the machine in the school, central office, bus garage, maintenance shop, and/or FRYSC centers, collecting the monies, and pay to the designated schools a percentage based on product sold thru the machines.

It is further understood that in the case of verified machine malfunction that the schools could refund money to the students and expect to be reimbursed for this when accounted for by name and date.

KENTUCKY VALLEY EDUCATIONAL COOPERATIVE will evaluate the bids received to whether a SINGLE AWARD or MULTIPLE AWARD would be in the best interest of the cooperative.

KENTUCKY VALLEY EDUCATIONAL COOPERATIVE

Bid Review Form

KVEC-School Beverage 16-17

Item #	Item & Size	Self-Serve Bid Price Per Case	Full-Serve Percentage Per Case
	Cola Product (Reg. & Diet) Twelve(12)oz. can Teacher's Lounge & Concessions Only	\$ <u>7.50</u>	\$ <u>40%</u>
	Cola Product (Reg. & Diet) 2 Liter bottles, 8/case Teacher's Lounge & Concessions Only	\$ <u>9.00</u>	
	Non-Carbonated At least (4) Varieties 24 cans per case Twelve(12)oz. cans List varieties: <u>Fuze Tea, Minute Maid</u> <u>Refreshments</u> <hr/> <hr/>	\$ <u>7.50</u>	\$ <u>40%</u>
	Cola Product (Reg. & Diet) 24 Bottles per case Twenty (20)oz. bottle (or If less than 20oz. please note size) List Varieties: <u>COKE, DIET COKE, SPRITE,</u> <u>MELLO YOLD P.BB XTAA,</u> <u>FANTA, COKE ZERO</u>	\$ <u>17.50</u>	

Please see attached sheets...

U.S. DEPARTMENT OF AGRICULTURE

**Certification regarding Debarment, Suspension, Ineligibility and
Voluntary exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

Coca-Cola

Company Name

KVEC - School Beverages - 16/17

Bid Reference Number

Alfred Fields OPR

Name and Title of Authorized Representative

Alfred Fields

Signature

5-17-16

Date

NON-COLLUSION STATEMENT

I state that I am OPSR of Coca-Cola Bottling Co. Consolidated
(Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.
- (5) My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.


{Signature}

Alfred, E. Fields

{Title}
STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the bid invitation. In compliance with all general and specific terms and conditions of the bid invitation, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the KVEC Board and participating Boards of Education of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the bid offer accepted.

Coca-Cola Bottling Co. Consolidated
Bidding Firm

311 Industrial Drive
Address

Pikeville, KY 41501
City, State, Zip

Alfred Fields
Contact Name

alfred.fields@ccbcc.com
Contact E-mail

606-671-1018
Phone #

Alfred E. Fields II
Printed name of Authorized Signatory


Signature

5 / 17 / 16
Date