

## INVITATION TO BID

### LEWIS COUNTY BOARD OF EDUCATION

P.O. Box 159  
65 Central Elementary  
Vanceburg, KY 41179

### Beverage Bid

The Lewis County Board of Education (hereinafter called the Board of Education or the Board) will receive sealed bids for the sale of beverages on its premises. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

The Board and its affiliated schools and groups are currently distributing a wide variety of beverages in its cafeterias, at sporting events, for various meetings, and through school and office vending machines. We are soliciting bids from companies that want to secure an exclusive marketing agreement for providing its brand of beverage products. **One exception is that School Food Services reserves the right to also sell beverages from other vendors (excluding other Major Beverage Companies) that meet all nutrient standards for beverages sold in school cafeterias during breakfast and lunch.**

Bids must be mailed or delivered to Joe Kennedy, Director of Finance, Lewis County Board of Education, P.O. Box 159, 65 Central Elementary, Vanceburg KY 41179, in an envelope marked "BEVERAGE BID" in the lower left corner. The bidder's return address shall appear in the upper left-hand corner.

Copies of the invitation to bid may be obtained in the Central Office at the above address, between 8:00 a.m. and 4:00 p.m. Monday through Friday or on the district's website at [www.lewis.ky12.ky.us](http://www.lewis.ky12.ky.us). Approved forms must be used.

**Period of Contract:** The period of the contract shall be for the period July 1, 2018, through June 30, 2019, with the option to renew for two additional years, or for some other period agreed upon as a result of the bid process.

**Time of bid opening:** Bids must be received by 10:00 am, on Tuesday, May 8, 2018, at which time they shall be publicly opened and read aloud. All bids must be received by the designated time stated in the invitation, and none will be considered thereafter. **Failure to have the bid in this office prior to the bid opening will automatically prevent the reading of your bid. We do not accept FAX bids.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.

**Location of bid opening:** Bids will be opened and read at the Central Office, Lewis County Board of Education, 65 Central Elementary, Vanceburg, KY 41179. You are invited to be present at the bid opening.

**BID FORM  
CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

**Beverage Bid Agreement**

To: Joe Kennedy, Director of Finance  
Lewis County Board of Education  
65 Central Elementary  
Vanceburg, KY 41179

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be **in compliance with all requirements and technical specifications** included in this invitation to bid.

Name of Company/Individual \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Please Print or Type Name \_\_\_\_\_

Official Title \_\_\_\_\_ Date \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email Address \_\_\_\_\_

**BID FORM  
CONFLICT OF INTEREST**

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract; and any solicitation or proposal therefore, in which to his/her knowledge:

- (A) He/she, or any member of his/her immediate family, has a financial interest herein; or
- (B) A business or organization in which he/she or any member of his/her immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- (C) Any other person, business, or organization with whom he/she or any member of his/her immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any Board member or employee with procurement authority, or a member of his/her immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the Board member or employee to forfeiture of his/her position and/or employment with the school system.

**I hereby certify that no member of my immediate family is an employee with procurement authority or Board member of the Lewis County Board of Education.**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signature Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

**Note: This certificate must be signed and attached to the bid form in order for your bid to be qualified**

**BID SPECIFICATIONS FOR BEVERAGES  
2018-2019**

NOTICE: Invitation to bid beverages for Lewis County Schools for the 2018-19 school year. Sealed bids will be accepted at the Central Office until 10:00 AM on Tuesday May 8, 2018. Bids shall be on appropriate bid form and shall be in sealed envelope plainly marked on the outside - "Beverage Bid."

Beverages shall meet the following requirements:

- (1) Plain or flavored, non-carbonated water containing zero calories
- (2) 100% fruit or vegetable juice or any combination equaling 100%--12oz HS &MS
- (3) Any other beverage containing no more than 10 grams of sugar per serving 20oz Limit

Vendor shall provide:

- (1) The vendor is to provide full-service vending (loading, collecting monies and maintenance) on each machine.
- (2) Necessary machines, with bill changer, possible timer, supplied free of charge.
- (3) Machines in additional areas of the school as designated by the principal. See Equipment List.
- (4) Equipment in proper working order. All machines are to be kept clean and in good repair by the vendor.
- (5) Service on a regular basis, free of charge.
- (6) Service to repair machine when called by the school, free of charge.
- (7) **Full-service vending with maintenance of inventory records and cash receipts. Vendor agrees to provide each location with restocking information and collection information on a monthly basis.**
- (8) Monthly commission payments to schools or district prorated as requested by the principal or food service director (eg. general account, teachers account, food service).
- (9) Vending machine pricing is consistent building to building.
- (10) Nutritional analysis of all items bid provided to Board.

After School, non-instructional day, teacher workroom and non-instructional building sales

- (1) Regular soft drinks
- (2) Regular sports drinks
- (3) Juice "drinks" (juice-type beverages that do not meet the nutritional standards above)

The Lewis County Board of Education reserves the right to reject any and all bids.

## Equipment List

		Phone	ADM
Garrison Elementary School	79 Garrison Elementary Garrison, KY 41141	606-757-2122	277
Principal: Dale McDowell	Bookkeeper: Keri Childrey		
Machine Locations:	copy room (1 bottle)		
Laurel Elementary School	116 Laurel School Rd. Vanceburg, KY 41179	606-796-2214	83
Principal: Chad Kidwell	Bookkeeper: Shirley Lewis		
Machine Locations:	office (1 bottle)		
Lewis County Central Elem.	86 Walter Street Vanceburg, KY 41179	606-796-2831	432
Principal: Stacy Kidwell	Bookkeeper: Leanne Bryant		
Machine Locations:	stage (1 bottle)		
Lewis County Middle School	51 Middle School Lane Vanceburg, KY 41179	606-796-6228	421
Principal: Bill Allen	Bookkeeper: Carol Cunningham		
Machine Locations:	teacher lounge (1 bottle) coach lounge (1 bottle) cafeteria (1 juice, 1 water)		
Lewis County High School	79 Lions Lane Vanceburg, KY 41179	606-796-2823	670
Principal: Jack Lykins	Bookkeeper: Mary Collins		
Machine Locations:	lobby (1 bottle) band room (1 sport drink) cafeteria (1 juice) library (1 bottle)		
Tollesboro Elementary Sch.	2431 W KY 10 Tollesboro, KY 41189	606-798-3231	291
Principal: Woody Underwood	Bookkeeper: Betty Poynter		
Machine Location:	gym lounge (1 bottle)		
Foster Meade CTC	Hwy 10 Lions Lane Vanceburg, KY 41179	606-796-6106	
Supervisor: Brad Brammell	Bookkeeper: Lorie Adams		
Machine Locations:	office (1 bottle)		

Others: School Food Service – Director: Tiffany Felty

Booster Clubs – Information provided to successful bidder

**Total Machines 13 estimate, to be worked out with successful bidder**  
**Successful Bidder also must provide Coolers for Concession Stands.**

## **Response to Bid**

1. Please complete both the **Full Service Beverage Bid** and the **Drop Delivery Beverage Bid** sheets.
2. Attach to your bid response a list of all of your brands, along with nutritional analysis, that should currently be considered under this bid.
3. Sign this page verifying the bids.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

## **GENERAL BID INSTRUCTIONS AND CONDITIONS** **(PLEASE READ CAREFULLY)**

### **A. ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any 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**

All "Bid Forms" provided with this "Invitation to Bid" must be submitted.

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

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. Corrections made with correction tape or fluids are to be initialed.

### **C. SPECIFICATIONS**

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

It is important that each party 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, subject to the Board's consideration of stated exceptions, are to be quoted on the regular bid form.

The Board of Education 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 of such specifications.

### **D. MODEL PROCUREMENT REGULATIONS**

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to be and the Model Procurement Regulations, the Regulations shall control.

### **E. PERFORMANCE BOND**

The Board of Education 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 ability, including a performance bond, if requested.

### **F. EXCUSE FOR NON-PERFORMANCE**

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way 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 party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

## **G. 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.

## **H. TAXES**

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

## **I. PRODUCT EVALUATION**

Items will be disqualified that do not meet specifications or an 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 and 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.

## **J. BRAND NAMES**

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

## **K. 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 parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is not limited to, the following: employment, upgrading, demotion or transfer; 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 the Equal Opportunity clause.
- (2) The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

## **L. DELIVERY**

The Seller agrees to furnish and deliver the items within the terms of the contract as the Board's representative may prescribe.

All costs for delivery, including drayage, freight, and the packaging of said articles, are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract it is necessary that the Board's representative place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.



#### **M. SAMPLES AND/OR DESCRIPTIVE LITERATURE**

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening, but may also be requested at any time prior to the award of the bid. 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, indicating the supplier's name and the corresponding item number as shown in the Invitation to Bid.

#### **N. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.2000**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards, and must comply with Hazard Communication Standard 1910.2000 of the Occupational Safety and Health Administration.

#### **O. BID**

Any bids received after the scheduled time of opening will be returned unopened to the bidder.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the bidders in making up their bids. Any bids received unsigned shall 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 any clarification relative to this bid contact Joe Kennedy, Director of Finance, Lewis County Schools, P.O. Box 159, 65 Central Elementary, Vanceburg KY 41179 (606-796-2811).

#### **P. PRICES**

All prices quoted by the various bidders must be firm for a minimum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract."

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. Corrections made with correction tape or fluid are 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 Purchasing Director. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

#### **Q. OR EQUAL CLAUSE**

Whenever, in any contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or 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.

## **R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS**

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

Any bidder that bids an item other than one of the suggested products in this bid document must submit descriptive literature and/or a catalog that contains the bid item.

### **SPECIAL CONDITIONS**

#### **AWARDING OF CONTRACT(S):**

Contracts will be awarded to the bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a total basis as deemed to be in the best interest of the Board of Education.

#### **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 bids and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

#### **QUANTITIES:**

The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period. Prices are to remain firm for the period of the contract. The quantities listed will be ordered on an "as needed" basis.

**IMPORTANT: Do not bid if you cannot meet the delivery requirements listed above.**

#### **SUBSTITUTIONS:**

If, during the period of the contract, a vendor finds it necessary to make substitutions, it must obtain prior approval from Joe Kennedy, Director of Finance.

#### **REQUIREMENTS:**

Deliveries will be accepted as determined by the building principal or food service director. All deliveries must be made to the location indicated on bid specs and signed for by a responsible board representative.

All invoices must show the date of delivery, name of location, and list of items delivered by item name.

#### **OTHER CONDITIONS:**

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