

Pulaski County Board of Education

**Post Office Box 1055
Somerset, KY 42502
Phone 606-679-1123**

**925 North Main Street
Somerset, KY 42503
Fax 606-679-1438**

----INVITATION TO BID----

Reference Number: Vending Snacks 2019-20

Bid Title: Vending Snacks 2019-20

Date Bid is Due: May 31, 2019

Time Bid is Due: 2:00 P.M.

Department or School: District Wide

Fund: Various

Date Bid Information Released: April 15, 2019

Advertised: April 15 - May 31, 2019

GENERAL CONDITIONS

Sealed bids are requested on the following list of materials, articles, or services for delivery to the School or Department designated, subject to the conditions of this invitation.

1. Please submit the copy of this completed bid in an envelope clearly marked "Bid" and include the above reference number.
2. Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. All bid prices must include transportation and delivery to the warehouse or building as specified.
3. Bids, to receive consideration, must be received prior to time designated in this invitation, and none will be accepted thereafter.
4. Some officer or member of the bidding firm who is authorized to legally bind the firm must sign bid form.
5. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest, and to award by item, combination of items or lot.
6. All bids shall be effective from date of opening until the date specified in special conditions of bidding, and no bid may be withdrawn prior to that time.
7. Manufacturer's catalogue numbers, trade names, etc., where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by bidder must be clearly noted and described; otherwise, it will be understood that bidder intends to supply items specifically mentioned in the bid invitation.
8. It is the responsibility of the bidder to furnish specific product content data, as required by law (MSDS), stating that the product(s) bid meet(s) federal, state, and/or local regulations, i.e., OSHA (lead free), AHERA (asbestos free); Federal specifications; and ASTM.
9. Samples requested must be furnished free of expense to the Pulaski County Public Schools, and if not destroyed or consumed in testing or evaluating, or required in connection with the award will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
10. When applicable, the firm, company, or manufacturer awarded the bid must have a representative available for on-site visits if a special need arises or if there is a problem with the product(s) bid.

11. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend and save harmless the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract; and he further agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants or agents.
12. Federal Excise Taxes or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Pulaski County Public Schools. Bids should not include any such taxes. Purchase Exemption certificates will be furnished as required.
13. Information pertaining to any item or condition in this request may be obtained by communicating with the Pulaski County Public Schools, 925 North Main Street, Somerset, Kentucky 42501 (606) 679-1123.
14. It is to be understood that the bidder, if awarded the contract, deliver the equipment/services within fourteen (7) days of an order being placed.
15. The bid period shall be effective from July 1, 2019 through June 30, 2020 with the option to extend the bid for two additional 1 year periods, if all parties agree to do so.
16. **CONFLICTS OF INTEREST**
 - A. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Pulaski County Public Schools in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.
 - B. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees which are designed to secure a public contract for supplies or service.

THIS CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with this invitation to bid; in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted within the time stipulated above, to furnish any or all of the items upon which prices are quoted in accordance with the specification applying at the price set opposite each item.

All items shall be shipped prepaid and delivery will be completed within _____days after receipt of purchase order.

Terms of ____% cash discount to apply if invoices are paid within _____days after delivery and acceptance of goods.

NOTE: By law, the school district must receive approval from the Board of Education prior to payment of invoices unless it is taking advantage of a discount. Otherwise, payment must be made after receiving approval of the payment by the Board, which meets the Tuesday following the second Monday of each month. No late charges, finance charges, carrying charges or other such charges will be honored.

Firm Name _____

By _____ Title _____

Address _____

Telephone _____ Date _____

Signature _____

**GENERAL TERMS AND CONDITIONS
VENDING SNACKS
2019-2020**

SCOPE OF CONTRACT

The Pulaski County Board of Education issues this invitation for vending snack machine services.

CONTRACT PERIOD

July 1, 2019 through June 30, 2020

AGENCIES TO BE SERVED

All schools and other locations within the Pulaski County School System of Somerset, Kentucky: Sales and/or vending operations handled by parents and/or community personnel as official school sponsors of clubs or organizations will not fall under the scope of this contract. All such arrangements must be selected, negotiated and approved by the individual groups.

REQUIREMENT

All equipment, products and services are expected to be furnished in fulfillment of the contract. The vendor shall provide the minimum number of vending machines to provide adequate vending service for the various locations. The vendor agrees to make addition and/or changes in each existing location with the approval of the principal and the Pulaski County Board of Education vending committee under the terms and conditions as contained herein.

PRODUCTS

All products shall be date coded or some other method shall be used that is sufficient to determine age of product. All products vended must meet all standards of Food & Drug Administration. Each time a machine is restocked a copy of the invoice is to be given to the principal.

CONNECTION OF EQUIPMENT

Electricity, water connections, and outlets will be supplied at such vending machine locations by the school system. Final connections are to be made by the successful vendor.

SERVICE PERSONNEL

Servicemen will be dressed in clean uniforms and will observe all regulations in effect at the schools. The school will be provided with the name, address, and telephone number of all service personnel. A decal with the service personnel's name and telephone number will be affixed to at least one machine in each location.

SERVICE

Vending machines must be serviced regularly and an ample stock of merchandise be maintained in each machine at all locations. All units must be kept free of dirt and the equipment sanitized on a regular basis in accordance with all state and county sanitation laws, or contract is subject to cancellation.

REPAIR SERVICE

The vendor must provide prompt repair service.

TAX AND LICENSE FEES

It shall be the responsibility of the vendor to comply with all local, state, or federal requirement concerning license, taxes, sanitation requirements, etc.

LIST OF SERIAL NUMBER BY LOCATION

It will be the vendor's responsibility, within a maximum of thirty (30) days after complete installation, to supply the Pulaski County Board of Education a list by location of all machines.

SALE OF PRODUCTS

All products sold by the vendor must be sold exclusively through vending machines in accordance with the terms herein agreed upon.

REFUNDS

Refunds are to be the responsibility of the vending machine operator and a uniform system of refunding money, acceptable to the principal and the designee for the Pulaski County Board of Education, is to be used.

METERS

All vending equipment must have tamper proof meters.

DAMAGE

The Pulaski County Board of Education will not be responsible for damage or loss to vending equipment and contents due to vandalism, robbery or any other action or cause.

The school system will cooperate to do everything feasible to guard against such occurrences.

COMMISSION PAYMENTS

The vendor must submit a report to the various schools or locations listing the vending machines separately and a gross sales figure for each machine for the reporting month. Gross sales information must come from a tamper proof meter. Reports and payments are to be received by schools and other locations by the 10th of the month for the previous month. Late payment may serve as justification for cancellation of contract.

AUDIT

All records of products, sales, machine maintenance, and sanitation are to be made available to the Pulaski County Board of Education’s vending committee for inspection when required. We reserve the right to verify on an unannounced basis the removal of monies and/or products from each machine.

OPTIONAL PERIOD

The Pulaski County Board of Education reserves the option to renew the terms made pursuant herein for two additional one year periods, if both the Board, and awarded vendor are in agreement to do so.

This bid response is to be turned into Pulaski County Board of Education in a sealed envelope labeled “VENDING SNACKS BID” in the bottom right hand corner. Bid responses are to be turned in to the Pulaski County Board of Education, located at 925 North Main Street, Somerset, KY 42503, by 2p.m. on May 31, 2019.

If you have any questions feel free to contact Shelley Todd via email at Shelley.todd@pulaski.kyschools.us.

Company Name

SELLING PRICE

Vendor will sell snacks for \$_____ to \$_____.

BID

The bid is to be percentage of gross tamper proof meter sales. Please list percentage of gross payable to school or other locations.

_____ %

Company Representative Signature

****PLEASE INCLUDE A LIST OF SNACK AVAILABLE BY PRICE POINT.**

