

INVITATION TO BID

CLAY COUNTY BOARD OF EDUCATION
128 RICHMOND ROAD
MANCHESTER, KENTUCKY 40962

THE CLAY COUNTY BOARD OF EDUCATION (HEREINAFTER CALLED THE BOARD OF EDUCATION) WILL RECEIVE SEALED BIDS FOR THE ITEMS AND/OR SERVICES LISTED HEREIN. 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.

BIDS MUST BE MAILED OR DELIVERED TO THE CLAY COUNTY BOARD OF EDUCATION OFFICE AT THE ABOVE ADDRESS. ALL BIDS MUST BE RECEIVED BY THE TIME DESIGNATED IN THE INVITATION AND NONE WILL BE CONSIDERED THEREAFTER.

EACH BID MUST BE IN A SEPARATE SEALED ENVELOPE WITH THE BID ITEM, DATE, TIME AND NAME OF BIDDER APPEARING IN THE LOWER LEFT HAND CORNER OF THE ENVELOPE.

BID ITEM: **Beverages**

PERIOD OF CONTRACT: *July 1, 2024 – June 30, 2025*

DATE ADVERTISED: April 3, 2024

BID MUST BE RECEIVED BY: 1:00 p.m., Wednesday, April 24, 2024

TIME OF BID OPENING: 9:00 a.m., Thursday, April 25, 2024

BID WILL BE AWARDED: **April 29, 2024**

THE BOARD OF EDUCATION CANNOT ASSUME THE RESPONSIBILITY FOR ANY DELAY AS A RESULT OF FAILURE OF THE MAIL OR ANY DELIVERY SERVICE TO DELIVER BIDS ON TIME.

BIDS WILL BE OPENED AND READ IN THE BOARD ROOM OF THE CLAY COUNTY BOARD OF EDUCATION OFFICE BUILDING, 128 RICHMOND ROAD, MANCHESTER, KENTUCKY 40962. YOU ARE INVITED TO BE PRESENT AT THE BID OPENING.

Clay County Board of Education does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities.

"PROHIBITION AGAINST CONFLICTS ON INTEREST, GRATUITIES, AND KICKBACKS"

ANY EMPLOYEE OR ANY OFFICIAL OF THE CLAY COUNTY BOARD OF EDUCATION, MANCHESTER, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR , OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF CLAY COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED IN A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE , ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF CLAY COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTIONS.

KRS 45A.455. CONFLICT OF INTEREST- GRATUITIES AND KICKBACKS- USE OF CONFIDENTIAL INFORMATION

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS OF 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 KNOWLEDGE;

(A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR

(B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR

(C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE 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.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY 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 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 THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS IN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) THE PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

(5) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANOTHER PERSON.

GENERAL BID INSTRUCTION AND CONDITIONS

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 DETAIL OF THE CONTRACT.

BID DOCUMENTS

A BID FORM IS PROVIDED WITH THIS "INVITATION TO BID". ALL PROPOSALS MUST BE SUBMITTED ON THE "BID FORM". THE BIDDER SHOULD MAKE A PHOTOCOPY OF THEIR SUBMISSION FOR THEIR RECORDS.

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 BOARD OF EDUCATION AFTER DELIVERY. THE RIGHT IS RESERVED TO REJECT AND RETURN AT THE RISK AND EXPENSE OF THE SUPPLIER, ANY ITEM WHICH MAY DEFECTIVE OR FAIL TO COMPLY WITH THESE SPECIFICATIONS.

IT IS IMPORTANT THAT EACH PERSON SUBMITTING A BID FOLLOW CAREFULLY THE SPECIFICATION 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.

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.

PRODUCT BID MUST MEET OR EXCEED ALL SPECIFICATIONS AS OF THE TIME AND DATE OF BID OPENING.

MODEL PROCUREMENT REGULATIONS

THE MODEL PROCUREMENT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION SHALL BE DEEMED INCORPORATED BY REFERENCE IN THESE SPECIFICATIONS AS THOUGH QUOTED FULLY HEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THIS INVITATION TO BID AND THE MODEL PROCUREMENT REGULATIONS, THE REGULATIONS SHALL CONTROL.

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 SUCH ABILITY, INCLUDING PERFORMANCE BOND, IF REQUESTED.

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.

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 FOR 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.

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.

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 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.

BRAND NAMES

THE BRAND NAME OR TRADE NAME, MANUFACTURER'S NAME, AND/OR CATALOG NUMBER MUST BE GIVEN IN THE COLUMN PROVIDED. IF BIDDER FAILS TO INDICATE BRAND OR TRADE NAME, WHERE REQUESTED, THE ITEM BID MAY BE DISQUALIFIED.

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, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR AGE, COLOR, CREED, HANDICAP CONDITION, MARITAL OR PARENTAL STATUS, NATIONAL ORIGIN, RACE, SEX, VETERAN STATUS, OR POLITICAL OPINION OR AFFILIATION. SUCH ACTION SHALL INCLUDE, ALTHOUGH 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 THIS 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 APPLICANTS 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.

DELIVERY

THE CONTRACTOR AGREES TO FURNISH AND DELIVER THE ITEMS WITHIN THE TERMS OF THE CONTRACT AS THE BOARD OF EDUCATION MAY PRESCRIBE.

ALL COSTS FOR DELIVERY, INCLUDING DRAYAGE AND FREIGHT, AND FOR THE PACKAGING OF SAID ARTICLES ARE TO BE BORNE BY THE BIDDER, AND MUST BE INCLUDED IN YOUR BID PRICES.

ALL ITEMS ARE TO BE SHIPPED INSIDE DELIVERY FOR SCHOOL LOCATIONS. ITEMS DESIGNATED FOR WAREHOUSE ONLY MAY BE TAILGATE DELIVERY.

IF DURING THE PERIOD OF THE CONTRACT IT IS NECESSARY THAT THE BID DEPARTMENT PLACE TOLL OR LONG DISTANCE TELEPHONE CALLS IN CONNECTION THEREWITH (FOR COMPLAINTS, ADJUSTMENTS, SHORTAGES, FAILURE TO DELIVER, ETC.), IT IS UNDERSTOOD THAT THE VENDOR WILL BEAR THE CHARGE OR EXPENSE FOR ALL SUCH CALLS.

SAMPLES

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 IDENTICAL TO AND MEET ALL SPECIFICATIONS 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. SAMPLES ARE TO BE MAILED OR DELIVERED TO THE OFFICE OF THE SUPERINTENDENT, CLAY COUNTY BOARD OF EDUCATION, 128 RICHMOND ROAD, MANCHESTER, KENTUCKY 40962.

IF SAMPLES ARE REQUIRED, AND THEY ARE NOT CLAIMED BY THE INDICATED DATE, THE SAMPLES WILL BECOME THE PROPERTY OF THE BOARD OF EDUCATION.

ALL SAMPLES ARE TO BE FURNISHED WITHOUT COST TO THE BOARD OF EDUCATION WITH THE RIGHT RESERVED TO MUTILATE, CONSUME, OR DESTROY SUCH SAMPLES IF CONSIDERED NECESSARY FOR TESTING PURPOSES.

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.

BIDS

1. BUSINESSES THAT FAIL TO SUBMIT BIDS ON TWO (2) CONSECUTIVE PROCUREMENTS OF SIMILAR ITEMS MAY BE REMOVED FROM THE APPLICABLE BIDDER MAILING LIST.

2. TABULATIONS WILL BE MADE BY THE BID DEPARTMENT AND EACH QUALIFIED BIDDER WILL BE MAILED A FORMAL TABULATION AFTER THE BOARD OF EDUCATION HAS TAKEN OFFICIAL ACTION. THE BOARD OF EDUCATION MEETINGS ARE NORMALLY HELD ONCE A MONTH. BIDDERS ARE REQUESTED NOT TO CALL THE BOARD OF EDUCATION FOR A TABULATION OF THE BIDS.

3. ANY BIDS RECEIVED AFTER SCHEDULED TIME OF OPENING WILL BE RETURNED TO THE BIDDER AT THEIR REQUEST.

4. EACH BID MUST BE IN A SEPARATE SEALED ENVELOPE WITH BID ITEM, DATE, TIME, AND NAME OF BIDDER APPEARING IN THE LOWER LEFT HAND CORNER OF THE ENVELOPE.

5. NO BID CAN BE CORRECTED OR ALTERED OR SIGNED AFTER BEING OPENED. THE BOARD OF EDUCATION WILL NO BE RESPONSIBLE FOR ERRORS OR OMISSIONS ON THE PART OF BIDDERS IN MAKING UP THEIR BIDS. ANY BIDS RECEIVED UNSIGNED WILL BE REJECTED.

6. 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.

7. FOR ANY CLARIFICATION RELATIVE TO THIS BID, CONTACT KRISTI CURRY, DIRECTOR OF FINANCE, CLAY COUNTY BOARD OF EDUCATION, 128 RICHMOND ROAD, MANCHESTER, KENTUCKY 40962 -- (606) 598-2168 EXT 2006 or by Email at Kristi.curry@clay.kyschools.us.

PRICES AND/OR PERCENTAGES OF DISCOUNT

1. ALL PRICES AND/OR PERCENTAGES OF DISCOUNTS QUOTED BY THE VARIOUS BIDDERS MUST BE FIRM FOR THE TIME PERIOD INDICATED UNDER "PERIOD OF CONTRACT".

2. ALL PRICES AND QUOTATIONS MUST BE INK OR TYPEWRITTEN. NO PENCIL FIGURES WILL BE PERMITTED. MISTAKES ARE TO BE CROSSED OUT AND CORRECTIONS INSERTED ADJACENT THERETO AND INITIALED BY PERSON SIGNING THE BID. ALSO, CORRECTIONS MADE WITH CORRECTION TAPE OR FLUID ARE TO BE INITIALED.

3. QUOTE ON EACH ITEM SEPARATELY. PRICES MUST BE STATED IN UNITS SPECIFIED HEREIN.

4. CASH DISCOUNTS OF LESS THAN 20 DAYS WILL BE CONSIDERED NET. CASH DISCOUNTS, WHEN GIVEN WILL BE FIGURED FROM DATE OF RECEIPT OF INVOICE OR RECEIPT OF MERCHANDISE, WHICHEVER IS LATER.

5. DISCOUNT TERMS WILL BE CONSIDERED IN DETERMINING THE LOW BIDDER.

6. BIDS THAT HAVE CLERICAL ERRORS OR IRREGULARITIES ARE SUBJECT TO CORRECTION ONLY WITH CONCURRENCE WITH THE BID DEPARTMENT. UNIT PRICES SHOULD BE LISTED, EXTENDED, AND TOTALED. SHOULD ERRORS EXIST IN THE EXTENDED PRICE, THE UNIT PRICE WILL PREVAIL.

7. IF QUOTING FRACTIONAL PRICING, IT MUST BE ROUNDED TO THE FOURTH DIGIT.

OR EQUAL CLAUSE

1. WHENEVER, IN ANY OF THE CONTRACT DOCUMENTS, AN ARTICLE, MATERIALS OR EQUIPMENT IS DESCRIBED BY USE OF PROPRIETARY PRODUCT OR BY USING THE NAME OF A MANUFACTURER OR VENDOR, THE TERM "OR EQUAL", IF NOT INSERTED, IS IMPLIED.

2. 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 NO BE CONSTRUED AS LIMITING OR EXCLUDING ANY MANUFACTURER'S PRODUCT OF COMPARABLE QUALITY, DESIGN, AND EFFICIENCY.

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 THE PRODUCTS WHICH CONFORM TO ALL MATERIAL REQUIREMENTS OF THIS INVITATION TO BID.

NOTE: DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS SHOULD NOT BE SUBMITTED UNLESS EXPRESSLY REQUESTED.

CLAY COUNTY BOARD OF EDUCATION

SIGNED:  _____

TITLE: SUPERINTENDENT

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 OR WITHIN, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH THE SPECIFICATIONS APPLYING TO THE PRICE SET OPPOSITE EACH ITEM.

ALL ITEMS SHALL BE SHIPPED PREPAID AND DELIVERY WILL BE COMPLETED TO THE DEPARTMENT OR SCHOOL DESIGNATED 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.

ALL PROMOTIONAL "DEALS" WILL BE PASSED ON IN ADDITION TO THE DISCOUNTS CONTAINED IN THIS BID: YES _____ NO _____

SIGNED: _____

PRINTED: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

FAX: _____

DATE: _____

**CLAY COUNTY BOARD OF EDUCATION
BEVERAGE BID**

SPECIAL CONDITIONS AND SPECIFICATIONS

The successful bidder shall follow the guidelines outlined in KRS 158.854 regarding administrative regulation specifying minimum nutritional standards for food sold outside school lunch program and 702 KAR 6:090 regarding the minimum nutritional standards for foods and beverages available on public school campuses during the school day.

The successful bidder shall furnish vending machines to all schools and locations within the Clay County Public School System including the Bus Garage and Central Office locations. Electrical outlets shall be provided for each machine by the Clay County Board of Education. The successful bidder shall be required to deliver and install the vending machines. Extension cords shall not be used.

Volume of sales and/or request made by Clay County Board of Education shall determine the number and type of machines to be placed in each location with the following stipulations: (1) dollar bill validators shall be installed at each vendor location to allow free flowing of traffic at vending machines, (2) the successful bidder shall provide refunds for money lost in its vending machines, (3) vending machines shall be updated and relocated whenever needed in order to maintain an attractive image for schools, (4) repairs shall be the responsibility of the successful bidder and shall be made in a 24 hour period after notice of repair needed, (5) each machine will have a vend rate no greater than \$1.00 per item, (6) security locks to hinder theft or vandalism shall be the responsibility of the vendor, and (7) the successful bidder must provide the most energy efficient vending machines available.

All beverages shall be delivered weekly to all schools and locations within the Clay County Public School System. Deliveries shall be made on weekdays only between the hours of 7:00 am and 4:00 pm EST. All products are to be delivered at no charge, including the initial fill up of the vending machine(s) when delivered. It is the successful bidder's responsibility to empty, balance and refill money changers. The successful bidder releases the schools or any of its locations and any personnel thereof of any responsibilities of maintaining product or money left in its vending machines.

The vendor shall issue an invoice showing total snacks delivered and meter reading of each machine with each delivery. The vendor shall submit a monthly statement to the school principal or other designated person. Payment shall be made to the school within 15 days with a copy of the statement and a report showing beginning and ending meter readings of each machine. The successful bidder shall rebate to each school/location at the percentage rate per bid of monies taken out of each machine based on \$1.00 per snack retail and meter reading reports.

When requested to do so by the school principal, superintendent or other authorized school personnel, the successful bidder shall furnish product to schools for athletic event concessions and other events. The items shall be furnished in accordance with the bid price and all conditions and specifications.

**CLAY COUNTY BOARD OF EDUCATION
BEVERAGE BID – PART ONE: VENDING COMMISSION
BID FORM**

Carbonated Drinks:

_____ % of intake based on \$1.00 per item shall be given to each school/location respectively

Non-carbonated Drinks:

_____ % of intake based on \$1.00 per item shall be given to each school/location respectively