



PERRY COUNTY BOARD OF EDUCATION
315 Park Avenue
Hazard, Kentucky 41701

BEVERAGE BID
GENERAL INFORMATION & BID INSTRUCTIONS
(PLEASES READ CAREFULLY)

The Perry County Board of Education (herein after called The Board of Education) will receive sealed bids for the item(s) 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 Courtney Patula, Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701 in a sealed envelope marked "BEVERAGE" in the lower left hand corner. The name and address of the vendor shall appear in the upper left hand corner of the sealed envelope.

Copies of this invitation to bid may be obtained at the Central Office at the above address between 8:00 a.m. and 4:00 p.m. Monday through Friday, prior to the time and date specified for bid opening. A copy will also be available on the Perry County Schools district website at www.perry.kyschools.us

PERIOD OF CONTRACT:

The period of the contract will extend from July 1, 2020 or 1st day of month following Board approval (whichever is later) through June 30, 2021.

TIME OF BID OPENING:

Bids will be opened at 10:00 a.m., April 15 2020 or as soon thereafter as the business of the board of education permits. All bids must be received by 10:00 a.m., April 15 2020 and none will be considered thereafter.

The Board of Education cannot assume responsibility for any delay as a result of failure of the mail to deliver bids on time. We do not accept FAX or email bids.

LOCATION OF BID OPENING:

Bids will be opened and read aloud at the Perry County Board of Education, 315 Park Avenue Hazard, Kentucky 41701. You are invited to be present at the bid opening.

BID AWARD:

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) 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 the Board of Education.

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.

BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "General Information & Bid Form".

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 of the Purchasing Agent 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 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.

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.

MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations as 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 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. The successful vendor(s) shall not be required to provide a performance bond equal to the aggregate total of their bid award for this contract.

EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing there-under 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 of 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 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 Kentucky Sales and Use Tax are not to be imposed at 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 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 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 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.

DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent 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.

If during the period of the contract it is necessary that the Purchasing Agent 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 or expense for all such calls.

SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished within 7 business days of request date. Failure to furnish requested samples within this time frame may disqualify 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 specifications and bid form. Samples are to be mailed or delivered to Courtney Patula, Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701.

If samples are required, and they are not claimed by April 15 2020 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.

NOTE: DESCRIPTIVE LITERATURE MUST BE ATTACHED TO YOUR BID IF YOU ARE NOT BIDDING THE BRAND INDICATED ON THE BID FORM.

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

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

The Board of Education meetings are normally held on the third Tuesday of each month. Bidders are requested not to call the Central Office for a tabulation of the bids.

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

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left hand corner of the envelope.

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 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 Courtney Patula, Perry County Board of Education, 315 Park Avenue, Hazard, Kentucky 41701. Telephone (606) 439- 5813.

PRICES AND/OR PERCENTAGE OF DISCOUNTS

All prices and/or percentage of discounts quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices and/or percentage of discounts 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 person signing the bid. Also, 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 Agent. Unit prices should be listed, extended, and totaled.

Should errors exist in the extended price, the unit price will prevail.

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 or vendor, the term "or approved 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.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF PERRY COUNTY, 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 PERRY COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND (\$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 PERRY 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 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.

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 CONVICTION.

NAME OF COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

(PRINTED OR TYPED NAME): _____

OFFICIAL TITLE: _____

TELEPHONE NUMBER: () _____ - _____

FAX NUMBER () _____ - _____

DATE: _____

**Legal Notice
Advertisement for Bids**

The Perry County Board of Education will accept sealed bids at the Central Office, 315 Park Ave, Hazard, Kentucky until 10:00 a.m. on April 15 2020 at which time they will be opened and read aloud for the following:

Beverage Marketing Agreement

The contract will be awarded to the lowest bid price or the lowest evaluated bid price after the application of any reciprocal preference for resident bidders, in accordance with KRS45A.494. All bidders must use the enclosed forms that are available at the Board of Education's Central Office. The Board of Education reserves the right to reject any or all bids. Bids should be sent to Courtney Patula, 315 Park Ave, Hazard, KY 41701.

**BID FORM
CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

Beverage Marketing Agreement

To: Courtney Patula
Perry County Board of Education
315 Park Ave
Hazard, KY 41701

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, except as noted below:

Exceptions:

Name of Company/Individual _____

Address _____

Authorized Signature _____

Please Print or Type Name _____

Official Title _____ Date _____

Telephone No. _____ Fax No _____

**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 Perry 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

**Perry County Board of Education
BID FORM**

**SPECIFICATIONS AND RESPONSE TO BID
Beverage Marketing Agreement**

General Information

1. Bid opening will be at 10:00 a.m. on April 15 2020
2. Return only Bid Forms Pages 3 through 9.
3. References to the Board include all schools, departments, and other affiliated groups that sell or distribute beverages on the Board’s premises.
4. The period of the contract shall be for the period beginning July 1, 2020, through June 30, 2021, or for some other period of time as agreed upon through this bid process..
5. If you have any questions about this bid, please call Courtney Patula at 606-439-5813.

This bid is for an agreement to market certain brands of beverage products (“Agreement”) on the premises of the Perry County Board of Education.

Specifications

1. Beverages shall be defined as any and all non-alcoholic drinks except milk, hot beverages, teas brewed on the Board’s premises, juice that is a menu item as part of the school breakfast and lunch programs, and any other beverage that is sold by the school district’s food service program. This includes bottled, canned and fountain beverages.
2. Brands shall mean any and all beverages sold and distributed by the winning bidder (“Marketer”) and any and all beverages that the Marketer may sell or distribute in the future, including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, bottled teas, sports or isotonic drinks, bottled waters, and bottled coffees.
3. Premises shall mean each one of the Board’s locations, whether owned, operated, controlled leased, or utilized by it, including each and every vending location, special events, concession vending areas, cafeteria, and all other locations that become operational for the Board during the term of the Agreement, with the exceptions noted in item 1.
4. As part of the Agreement, the Board shall designate the Marketer through its brands, as the sole, exclusive, and official beverage supplier, distributor, and advertiser of the Board and its premises. The Board shall cause the Marketer’s brands to be exclusively available at the facilities and no beverages or beverage-related items that compete with or are the same as or similar to the brands shall be made available, advertised, and/or promoted by the Board or on its premises. On the occasion of special events, camps, clinics, and other similar events sponsored by the Board or its affiliates and held on the premises, all distributed and sold beverages shall be the brands of the Marketer and the organizers and/or promoters shall use said brands as their beverage supplier.
5. The Board is asking for bids on an agreement that begins on July 1, 2020 that ends June 30, 2021.

Signature _____ Date _____

Company _____

Specifications (Continued)

6. The Board cannot be held responsible for individual acts that lead to the consumption of beverages on its premises that are not related to the products of the Marketer. For example, an employee may bring from home and drink for lunch a beverage that is distributed by the Marketer's competitor.
7. In the event the agreement is terminated prior to the end of the term, the Board shall allow the Marketer access to the Premises for not less than sixty (60) days to take possession of each and every piece of Marketer's equipment without claim of trespass. The Board also agrees to return to the Marketer on a prorated basis all monetary amounts paid to but not earned by the Board. The Board and Marketer shall agree to make every commercially reasonable effort to reconcile any differences which may arise.
8. During the term, the Marketer shall provide and supply the Board with all necessary equipment to dispense the brands on the premises without charge, provided that the only products dispensed from such equipment are the Marketer's brands. The Marketer shall provide service on all equipment without charge. All rights, title, and interest in all such equipment shall at all time remain with the Marketer.
9. The Board is responsible for participating in and abiding by the rules of all applicable government programs, including, but not limited to, those applicable to school lunch and breakfast programs. Such rules may subsequently override the terms of the agreement between the Marketer and the Board, in which case the two parties agree to make the adjustments necessary to keep the Board in compliance with said rules.
10. The Marketer shall give the Board at least an annual report showing the volume of beverages purchased by the Board and the volume of beverages delivered to the various locations as part of the full-service vending program.
11. The Board shall retain the right to purchase the Marketer's Brands from retail or wholesale sources other the Marketer.
12. This is subject to a final review of any agreement by the Board's attorney.

Signature _____ Date _____

Company _____

Response to Bid

1. Attach to your bid response a list of all of your brands that should currently be considered under this bid.
2. List the prices for which you will sell cases of beverages to the Board. Attach additional pages if necessary:

Container Size	Container/Beverage Description	No./ Case	Price/ Case	Commission Per Case
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The vendor will be expected to hold the bid price firm for the length of the bid.

Signature _____ Date _____

Company _____

Response to Bid (Continued)

3. Sponsorship fees to be paid to the Board on an quarterly basis.

sponsorship _____

4. Full-service vending commissions per case. Please include at least one “discounted” vending price for faculty and staff, e.g. \$0.50 or \$0.60 per can.

<u>Size of Drink</u>	<u>Vending Price</u>	<u>Commission per Case</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Commissions will be remitted to the Board on a quarterly basis.

The Board will receive a report showing the volume of drinks purchased by the Board and delivered to its locations as part of the full-service vending program quarterly.

Signature _____ Date _____

Company _____

Response to Bid (Continued)

5. Other annual benefits provided **at no cost** to the Board:
(Mark "n.a." if it does not apply.)

<u>Quan.</u>	<u>Item Description</u>
_____	Cases of 12 oz. cans
_____	Cases of 20 oz. bottles
_____	Cases of hydration drink powder – Yield of _____ gal./case.
_____	Case(s) of 8 oz. Cups (2500 per case)
_____	7 – gallon coolers
_____	3 – gallon coolers
_____	Cases of branded towels – Total Towels _____
_____	Cases of branded t-shirts – Total shirts _____
_____	Sideline carts
_____	Ice barrels
_____	Beverage Refrigerators

Specify other benefits:

Signature _____ Date _____

Company _____