

Kentucky Valley Educational Cooperative



Invitation to Bid

Bid Opening: May 16, 2024 1:30 p.m.
Bid due by (closing): May 16, 2024 1:00 p.m.
Bid Item(s): BEVERAGES
Bid Reference#: KVEC-Beverages-24/25
Contract Period: July 1, 2024-June 30, 2025

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
ATTN: Alex Smith
alex@theholler.org

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 INSTRUCTION AND CONDITIONS

*****Bids will not be accepted if not accompanied by HACCP documentation *****

A. ACCEPTANCE OF BIDS

The KVEC 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 KVEC 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 "Food Service Beverage Products."

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.

LOBBYING

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the Kentucky Valley Educational Cooperative.

Piggybacking: KVEC would also like to make the same pricing structures available to other area Board of Educations that become members of KVEC throughout the fiscal year. Bidders shall indicate whether they shall extend pricing. Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend to other BOEs _____

Do not agree to extend prices to other BOEs _____

BUY AMERICAN

In accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act; Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998, requires SFA's to purchase domestically grown and processed foods to the maximum extent practicable. Purchases made in accordance with the Buy American provision follows applicable rules for free and open competition.

(d)Buy American -

(1)Definition of domestic commodity or product. In this paragraph (d), the term 'domestic commodity or product' means -

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2)Requirement.

(i)In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii)Limitations. Paragraph (d)(2)(i) of this section shall apply only to -

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(3) Applicability to Hawaii. Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

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 KVEC 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 KVEC 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 KVEC.

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.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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 KVEC 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 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 Mr. Alex Smith, KVEC (606)794-7095.

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 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.

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 Food Service Directors.

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 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 BEVERAGES

1. Vending Machines

The Successful bidder shall furnish vending machines to ALL cafeterias 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 cafeteria weekly 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 Fruit Beverages

Beverages shall be delivered weekly to all schools and sites. Deliveries shall be made on weekdays between the hours of 7:00 AM and 2:30 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. All drinks sold to Food Service must meet the current State and Federal regulations, the more stringent of the two shall apply.

210.21-14: Buy American Provision

January 23, 2002

All State Directors
National School Lunch Program (NSLP)
School Breakfast Program (SBP)
Southeast Region

This Policy rescinds 210.21-08 “Buy American Requirement”

Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Regulations implementing these requirements were published on September 20, 1999. Nevertheless, the domestic food industry continues to express concerns that program funds are being used to purchase foreign agricultural products. In response to this concern, report language accompanying the Agricultural Appropriations Act for Fiscal Year 2002 requires the Department to report to Congress on its activities directed toward enforcing the buy American provision. Therefore, we are writing this memo to reiterate the requirement of the “Buy American” provision of the law.

Given the importance that Congress attaches to the “Buy American” provision and the role this provision plays in helping to stabilize the American agricultural economy, it is essential that local operators understand the need to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. The provision should be included in bid specifications to ensure compliance. Local operators must also be aware that, as a result of explicit language also contained in the report noted above, this provision now applies to all funds in the food service account and not just to Federal reimbursement. Please ensure that all local operators are aware of their responsibilities in this respect.

CHARLIE SIMMONS
Regional Director
Special Nutrition Programs

SECTION V

Return ALL attachments in this section

- ATTACHMENT A** VENDOR RESPONSE FORM
- ATTACHMENT B** CERTIFICATE OF DEBARMENT
- ATTACHMENT C** AFFIDAVIT OF NON-CONCLUSION
- ATTACHMENT D** STATEMENT OF SUBMISSION

All attachments in this section must be returned

Only return attachments in this section and HACCP documentation

Do NOT return any other sections or attachments

Current KVEC member districts available for bid are:

Ashland Independent, Barbourville Independent, Breathitt County, Carter County, Corbin Independent, Floyd County, Harlan Independent, Hazard Independent, Jackson Independent, Jenkins Independent, Johnson County, Knott County, Lawrence County, Lee County, Leslie County, Letcher County, Magoffin County, Martin County, Menifee County, Middlesboro Independent, Morgan County, Owsley County, Paintsville Independent, Perry County, Pike County, Pikeville Independent, Wolfe County

Please strike out any district you can NOT service, however, special consideration will be given to any company who can service all districts.

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.

Keurig Dr. Pepper
Company Name

KVEC-Beverages-24/25
Bid Reference Number

Cory Fitzpatrick Immediate Consumption Sup.
Name and Title of Authorized Representative


Signature

4-16-24
Date

NON-COLLUSION STATEMENT

I state that I am Immediate Consumption Sup of Keurig Dr. Pepper
(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}

Immediate Consumption supervisor
{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.

Keurig Dr. Pepper
Bidding Firm

Cory Fitzpatrick
Contact Name

412 Commerce Dr.
Address

Darryl.Fitzpatrick
Contact E-mail

South Point OH 45686
City, State, Zip

740-442-1501
Phone #

Cory Fitzpatrick
Printed name of Authorized Signatory


Signature

4/16/24
Date

Acceptance of Bid as Contract

I Cory Fitzpatrick, understand that if my bid is accepted and approved, this document represents a contract to accept the bid as submitted. I understand that upon approval by the KVEC board of directors, a copy of this signed contract will be returned to me along with an award letter.

By signing this contract, the firm Kensig Dr. Pepper agrees to use only 100% domestically grown and processed products in accordance with the Buy American Provision in accordance with federal Procurement standards and the Richard B. Russell National School Lunch Act; Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998.

Cory Fitzpatrick
Printed name of Authorized Signatory

Cory Fitzpatrick
Signature

4 / 16 / 24
Date

Jerry Green
Jerry Green
KVEC Executive Director

5 / 22 / 2024
Date

Beverage Bid Form

Beverages

Item		Self-Serve	Full Serve
No.	Item and Size	Bid Price	Percentage
		Per Case	Per case of

1. Non-Carbonated Product

24 cans per case

twelve (12) ounce can \$ 9.00 \$ _____

2. Non-Carbonated Product

24 bottles per case

Twenty (20) ounce bottle \$ 19.00 \$ _____

(if less than 20 oz. please note size)

List Varieties 7UP, SunKist, Haw. Punch, A&W

Canada Dry, Squirt, RC, _____

3. Water 24-20oz \$ 8.25 \$ _____
(Please note size) _____ \$ _____ _____ \$ _____

Flavored Water 12-14oz \$ 12.50 \$ _____
(Please note size) _____ \$ _____ _____ \$ _____

100% Juice 11.25oz \$ 15.00 \$ _____
(Please note size) 24PK _____

Vendor Name Kensig Dr Pepper
Signature [Signature]