

# SOMERSET INDEPENDENT SCHOOLS — EST. 1888 —

305 COLLEGE ST • SOMERSET, KY 42501 • PHONE 606-679-4451 • FAX 606-678-0864

## INVITATION TO BID

REFERENCE BID: Vending Machine/Snack  
BID OPENING: May 27, 2022 10:00 a.m.  
DATE: April 28, 2022  
LOCATION: Board Room – Administration Building



### **VENDOR'S COMPLETE MAILING ADDRESS:**

**Firm:** \_\_\_\_\_  
**Signed by:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**BID PERIOD:** **July 1, 2022-June 30, 2024**  
**Renewal Option for additional**  
**2 years. Both Parties agreeing in**  
**writing.**

**Kyle B. Lively**  
Superintendent

Scott P. Gulock  
Chairman

Jacob W. Grabeel II  
Vice Chair

Michael S. Tarter  
Member

Paula J. Wheeler  
Member

Elaine A. Wilson  
Member

## GENERAL TERMS AND CONDITIONS

### INVITATION TO BID

- 1. Sealed bids for furnishing the following will be received by the Somerset Independent Board of Education, 305 College Street, Somerset, Kentucky 42501, until the date and time stated on the cover page. No faxed bids will be accepted.**
- 2. Quote your single best net price on items delivered to the address specified with all transportation charges prepaid.**
- 3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless specifically called for in the special conditions. To receive consideration, bids must be made on this form and signed in ink. Delivery guarantee must be shown.**
- 4. Bidder must comply with the following statutes: KRS 523.040 45A.330 to 164.390, 45A.325, and 158.854.**
- 5. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all bids, or to accept any bid as may be deemed to its interest, and to award by item, combination of items or lot and average low cost for groups of similar items.**
- 6. In case of default by the bidder on supplying foods and supplies to the school, the bidder shall be held responsible for any excess costs to the school.**
- 7. 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 materials, 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 demands received or sustained by any party or parties by, or for any of the acts of the contractor, his servants, or agents.**



**SITE VISIT:** Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract.

**METHOD OF AWARD:** The contract will be awarded based on the highest percentage commission of gross sales.

**ADDING ITEMS OR SERVICES:** Additional items or services that come within the scope of the resultant contract and found to be needed by the using agency may be added to the contract if mutually agreeable to both vendor and using agency.

**REQUIREMENTS:** The successful bidder will be expected to furnish all equipment, products and services in fulfilling his part of the contract. This is the minimum number of machines that will be required to provide adequate vending service for the various locations. The vendor agrees to make additions and/or changes in each existing or future locations as may be required. All such changes must be made with the approval of the high school principal under the terms and conditions as contained herein.

**COMMISSION PAYMENTS:** The successful bidder must make commission payments on or before the 10<sup>th</sup> of the month following the month in which the commission was earned. The payment should be made in the form of a check and sent to the respective schools. Late payments may serve as justification for cancellation of the contract. The successful bidder shall submit a commission report of the vending operation along with the commission payment.

**TERMINATION:** Upon termination of vending contract, vendor shall remove all equipment and vacate all premises occupied for vending within 10 days after termination of contract.

**CONNECTION OF EQUIPMENT:** Electricity and water connections and outlets will be supplied at such vending machine location by the facility. Final connections are to be made by the successful bidder.

**PRODUCTS:** All food 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 and Drug Administration.

**REFUNDS:** Refunds are to be the responsibility of the vending machine operator and a uniform systems of refunding money, acceptable to the school, is to be in operation at all times.

**LIST OF SERIAL NUMBERS BY LOCATION:** It will be the vendor's responsibility of a maximum of thirty (30) days after complete installation, to supply the high school principal a list, by location, of all machines.

**SERVICE:** Vending machines must be serviced regularly and an ample stock of merchandise must 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 the contract is subject to cancellation. Sanitary, leak-proof disposal units (waste receptacles) must be emptied and sanitized at least daily when said location is available for use. The vendor must be able to provide daily service, if requested, for school events.

**REPAIR SERVICE:** Successful bidder must provide repair service on a 24-hour day a week basis. Also, an attendant must be furnished as needed at the Somerset location.

**TAX AND LICENSE FEES:** It shall be the responsibility of the vendor to comply with any and all local, state or federal requirements concerning license, taxes, sanitation requirements, etc.

**SERVICE PERSONNEL:** Servicemen will be dressed in clean uniforms and will observe all regulations in effect at the high school. The school will be provided with the names, addresses, and telephone numbers 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.

**AUDIT:** All records of products, sales, machine maintenance and sanitation are to be made available to the Principals' office for inspection when required. We reserve the right to verify on an unannounced basis the removal of moneys and/or products from each machine.

**DAMAGE:** The Somerset Board of Education or Somerset High School will not be responsible for damage or loss to vending equipment and contents due to vandalism, robbery or any other action or cause. The Somerset High School will cooperate to the extent it deems feasible in guarding against such occurrences.

**SALE OF PRODUCTS:** All products sold by the vendor must be sold exclusively through vending machines, in accordance with the terms herein agree upon.

**SELLING PRICES:** The selling prices to consumer will be as listed herein. These prices cannot be changed unless the following procedure is followed. If the successful vendor wishes to change any price, he must ask permission to do so in writing to the school principal thirty (30) days before the proposed change. No change may occur without the principal's consent.



**METERS:** All vending equipment must have tamper proof meters.

**TIMERS:** All vending equipment must be equipped with timers and the vendor must be responsive within 24 hours to re-set the timers to the Principal's specifications.

**NUTRITIONAL REQUIREMENTS:**

1. Be a whole grain rich product; OR have as the first ingredient a fruit, vegetable, dairy product or protein food.
2. Be a "combination food" with at least ¼ cups fruit and/or vegetable.
3. Total fat: less than or equal to 35% of total calories from fat per item as packaged. \*
4. Less than 10% of total calories per item as packaged saturated fat.\*
5. Zero grams of trans fat per portion as packaged.
6. Less than or equal to 200 mg. of sodium.
7. Less than or equal to 200 calories.
8. Less than or equal to 35% of weight from total sugars per item.\*\*

**DOCUMENTATION:** Provide district a complete list with nutritional fact labels of all items to be offered.

- Exemptions:
  - Reduced fat cheese
  - Nuts and seeds and nut/seed butter
  - Dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat
  - Seafood with no added fat
  - Part-skim mozzarella

- \*\* Exemptions:
- Dried /dehydrated fruits or vegetables
  - Dried fruits with nutritive sweeteners for processing and/or palatability
  - Exempt dried fruit with only nuts/seeds

**VENDING MACHINES LOCATIONS**

<b>TYPE OF MACHINE</b>	<b>SELLING PRICE</b>	<b>NO. OF MACHINES</b>	<b>COMMISSION %</b>	<b>ADULT ONLY ACCESS</b>
<b>ADMINISTRATION BUILDING</b>				
SNACK	_____	<u>1</u>	_____	<u>YES</u>
<b>SOMERSET HIGH SCHOOL</b>				
SNACK	_____	<u>1</u>	_____	<u>YES</u>
SNACK	_____	<u>1</u>	_____	_____
<b>MEEECE MIDDLE</b>				
SNACK	_____	<u>1</u>	_____	<u>YES</u>
<b>PORTER HOPKINS ELEMENTARY</b>				
SNACK	_____	<u>1</u>	_____	<u>YES</u>
<b>SOMER FIT</b>				
SNACK	_____	<u>1</u>	_____	<u>NO</u>