



INVITATION TO BID

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

INVITATION NO.:	KCT-00837	RETURN ORIGINAL COPY OF BID TO:
Issue Date:	08/24/2011	KCTCS
Method of Award:	Best Value	PURCHASING DEPARTMENT
Purchasing Officer:	Brenda Nolan	300 NORTH MAIN STREET
Phone:	(859) 256-3325	VERSAILLES, KY 40383
Bids are invited on the following: TECHNICAL TRAINING EQUIPMENT (PCT)		
IMPORTANT: SEALED BIDS MUST BE RECEIVED BY September 16, 2011 by 4:00 PM Eastern Daylight Savings Time		

1. Sealed Bids for furnishing the following will be received by the Purchasing Department, KCTCS, Versailles, Kentucky, until the date and time stated above. **Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope** **FACSIMILE BIDS WILL NOT BE ACCEPTED.**
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax. (...continued on following page.....)

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"

THIS AREA MUST BE COMPLETED

DELIVERY TIME:	NAME OF COMPANY	PHONE:
BID FIRM THROUGH:	NO. & STREET	FAX:
PAYMENT TERMS: NET 30 Must Accept Purchase Order	CITY, STATE & ZIP CODE	
F.O.B. DELIVERED ALL DELIVERY CHARGES INCLUDED IN PRICES SHOWN	SIGNATURE	DATE:
FEDERAL ID NUMBER (EIN):	TYPED OR PRINTED NAME	
	EMAIL:	

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: <http://www.kctcs.edu> VENDORS, OPPORTUNITIES TO BID

All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website: <http://kctcs.edu/businessservices/purchasing/BidWeb.htm> or you may request a copy be mailed to you by contacting the Purchasing Department at 859-256-3325.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

- I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:
1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
 2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
 3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
 4. That the bidder is legally entitled to enter into contracts with KCTCS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.096, and 42.990, and;
 5. That I have fully informed myself regarding the accuracy of the statement made above.

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a bid on this invitation agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to KCTCS by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a bid on this Invitation, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits maintaining segregated facilities.

INSTRUCTIONS TO BIDDERS:

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. ALL ALTERNATE QUOTATIONS MUST BE ACCOMPANIED BY COMPLETE LITERATURE AND SPECIFICATIONS TO EVALUATE ALTERNATE QUOTE AS EQUAL TO THAT SPECIFIED. FAILURE TO PROVIDE SUFFICIENT INFORMATION WILL BE CAUSE FOR REJECTION OF THE BID.

When a Bidder proposes to furnish the exact item specified, he shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

1. If bidding the manufacturer and model number specified in this Invitation, write in "AS SPECIFIED".
2. If bidding an alternate model, identify by manufacturer's number and model.
3. If bidding a private label model, identify as private label and show stock number.

ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"

METHOD OF AWARD

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid on a Best Value per item basis. In the event no satisfactory bids are received, we reserve the right to award on a group award basis. Separate purchase orders may not be issued unless there is a savings of at least \$25.00 to KCTCS.

Scope

You are invited to bid for the establishment of a Price Contract for Technical Training Aids Equipment for the Industrial Trades for the Kentucky Community & Technical College System (KCTCS). The Kentucky Community and Technical College System comprises 16 seamless districts and nearly 70 campuses across Kentucky. KCTCS colleges change lives by providing accessible and affordable education and training through academic and technical associate degrees; diploma and certificate programs in occupational fields; pre-baccalaureate education; adult, continuing and developmental education; customized training for business and industry; and distance learning. For more information consult our website at <http://www.kctcs.edu>.

Equipment

All equipment proposed and delivered by the successful vendor must be "New and Current Model(s)." No used equipment or demonstrator models will be acceptable. All serial number tags, FCC approval numbers, model numbers, etc. must be affixed on each piece of equipment at the time of delivery. Equipment will be inspected and rejected if these numbers are not affixed or have been altered.

Delivery

All items are to be shipped F.O.B. Destination, all freight charges included in the price. The successful vendor will be responsible for all equipment while in transit. Any freight claims will be the responsibility of the vendor. The College will reject any damaged shipments and immediate notification will be given to the vendor.

Method of Award

The Kentucky Community and Technical College System (KCTCS) intends to issue an order to the responsive and responsible vendor(s) per line item, based on the highest average discount offered for each manufacturer who meets the Terms, Conditions, and Specifications of this Invitation to Bid. **Manufacturer must state authorized dealer name, address, phone, fax, if other than bidder.**

Basis of Price Quotations-Manufacturers Published Price List

Prices must be based on a discount from the manufacturers published price list(s) including shipping charges. Bids must be accompanied with a complete product catalog with current price lists. Any deviations in discounts from various price lists must also be stated clearly on the Form of Proposal. The catalog may be furnished either in electronic format (CD) or a hard copy in binder form. Bids submitted without a complete price list(s) may be rejected.

Price Increases

Prices will be based on the manufacturers published price list, and will only be changed as the price list is changed from general distribution. The proposed price changes must be delivered to KCTCS Purchasing. Prices will be changed as new manufacturers printed prices are received by KCTCS Purchasing and an Amendment to Contract is issued. This will apply to price changes either plus or minus.

ORIGINAL QUOTED DISCOUNTS FROM THE MANUFACTURER'S PRICE LIST MUST REMAIN THE SAME THROUGHOUT THE LIFE OF THE CONTRACT.

Price Decreases

The contract prices shall be reduced to reflect any industry wide price decreases. The contractor is required to furnish the KCTCS Purchasing Department with notice of any price decreases as soon as such information is available.

Special Prices

This price contract will not preclude KCTCS from accepting special price considerations when offered by the contractor due to quantity, seasonal, or promotional inducements.

FOB Basis of Shipment – Vendor Responsible

The vendor shall be fully responsible for all shipments FOB Destination to the KCTCS location indicated on each order. The discounts quoted on this Invitation shall be FOB Destination - which is the receiving location and must include the cost of shipment of the unit being offered. Discount pricing shall then include cost of commodity plus shipping and handling if a commodity is requested.

Contract Limitations

The Kentucky Community and Technical College System reserves the right to utilize, State, KEPC or GSA contracts and/or solicit competitive bids for items covered under this Price Contract when it is in the best interest of KCTCS to do so.

This Price Contract is not intended to preclude the purchase of similar products when requested by various departments.

Delivery

As provided in the Invitation to Bid, the vendor will clearly state the maximum calendar days required for delivery upon receipt of order. Delivery times must be specific and such phrases as "as required", "as soon as possible", or "prompt" have no meaning and will be basis for rejection of a bid.

Rejection of Delivery**Damaged Materials**

When an order is received and found damaged, the vendor will be notified immediately concerning the course of action necessary to resolve the situation. Should replacement materials be required, said material will be replaced within ten (10) working days, unless there is just cause shown that this requirement cannot be met. A notice of disposition for damaged materials will also be required within ten (10) working days, or KCTCS, will dispose of, or return, said materials at their convenience.

Over shipments and Incorrect Materials

It is the responsibility of the vendor to initial movement of said materials from the premises and send replacement materials within ten (10) working days, unless there is just cause shown that this requirement cannot be met. Failure by KCTCS to receive disposition instructions will result in a collect return shipment to the vendor.

Quantities

The price contract awarded from this Invitation shall have no guarantee of any specific quantity. KCTCS will be obligated to purchase only that quantity needed during the term of the price contract or any extension thereof.

Bid Submittal

Bids must be received no later than the date and time show on the front page of this Invitation to Bid. All bids must be received in a sealed envelop/package clearly identified with the Invitation to Bid Number in the lower left corner.

Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its constitutional agencies are not subject to state sales or use taxes.

Inspection

All supplies and equipment shall be subject to inspection or tests by the college prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, the college shall have the right to reject them or require acceptable correction at the vendor's expense.

Compliance with Federal Requirements

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatory applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

(1) All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

(2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

(3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant.

Rejection of Bids

KCTCS reserves the right to reject any and all bids when it is in the best interest of KCTCS to do so.

Warranty

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the college upon delivery of the equipment or product.

Oral Discussions

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any State employee or official are not binding on the Commonwealth of Kentucky or its constitutional agencies or colleges.

Compliance With State Laws

Any contracts or orders placed as a result of an offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

Insurance

Prior to the beginning of the contract, the contractor will furnish to KCTCS Purchasing Certificates of Insurance that show it has and will maintain all insurance protection (including products liability insurance) at the contractor's expense.

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants

Bodily Injury Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000

Products Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Automobile Liability

Bodily Injury

Each Person \$1,000,000

Each Occurrence \$1,000,000

Personal Injury Liability

Each Person \$1,000,000

Property Damage Liability \$1,000,000
Worker's Compensation Statutory
Employers Liability \$ 500,000

The Kentucky Community and Technical College System must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the contractor to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the contractor. Copies of the Insurance Certificates are to be furnished to the KCTCS Purchasing Division. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

Multiple Bids

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Invitation to Bid. Bidders must determine their single best offering based on the manufacturers specified. Bids not conforming to this requirement may be rejected.

Cancellation

The contract established from this Invitation to Bid shall be cancelable during its life for malperformance, non-performance, commodity substitution or other failure to comply with contract terms and conditions on the part of the contractor.

Failure to invoice accurately and promptly in accordance with the terms, prices, and conditions of the Price Contract, and failure to meet delivery dates may also be cause for cancellation of contract, removal from KCTCS bid list, or both. Said contract shall be null and void upon receipt of written notification from the Director/Associate Director of Purchasing, The Kentucky Community and Technical College System.

Termination

The Kentucky Community and Technical College System reserves the right to terminate the contract upon thirty (30) days written notice to the vendor in whole or in part when it is in the best interest of KCTCS.

Addition or Deletion of Items or Services

KCTCS Purchasing reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this Invitation. A Contract Modification will be issued by the KCTCS Purchasing Department to effect this change.

Contractor Reports

It is the responsibility of the successful contractor to supply line item usage reports to KCTCS Purchasing on an as needed basis. The successful contractor and/or their authorized representative(s) will be responsible for the reports being delivered.

Installation

Installation charges if required will be negotiated with vendor at the time of order. Prices are to be **FOB DESTINATION, FREIGHT ALLOWED.**

Contract Period

The contract period will be 2 years from date of award with 3 one year renewal periods upon mutual agreement.

Questions

All questions are to be submitted to the Purchasing Department via fax (859-256-3124). Attn: Brenda Nolan OR email to brenda.nolan@kctcs.edu **WITHIN 7 (seven) DAYS OF BID OPENING DATE.** Email method is preferred.

FORM OF PROPOSAL

BIDDER MUST PROVIDE A PERCENTAGE (%) DISCOUNT FROM THE CURRENT MANUFACTURER'S PRICE LIST FOR THE BRANDS INDICATED.

Line	Description	Qty	% Discount
1.	AMATROL	1	
	Dealer Information (if applicable)		

Line	Description	Qty	% Discount
2.	FUTURE TEK	1	
	Dealer Information (if applicable)		

Line	Description	Qty	% Discount
3.	HAMPDEN ENGINEERING	1	
	Dealer Information (if applicable)		

Line	Description	Qty	% Discount
4.	A-TECH TRAINING	1	
	Dealer Information (if applicable)		