

KENTUCKY STATE UNIVERSITY

Vendors Questions and Answers:

1. Are you requesting a new or used trailer New Only
2. Can proposal be emailed

Section 1

Scope of Contract

Kentucky State University issues this solicitation to establish a contract to provide one (1) **Mobile Kitchen Demonstration Trailer** described in Section 2 (Bid Specifications). This equipment will be placed at the KSU Main Campus used by the Nutrition Kitchen Coordinator across the state to provide nutrition education, promote creation and participation in various nutrition and food related programs as well as the promotion of local food systems.

Section 2

Bid Specifications

Kentucky State University is seeking one (1) **Mobile Kitchen Demonstration Trailer** that shall meet the following specifications:

- 8.5 x 24 Concession Trailer (or similar)

- Concessions window with glass and screen with a drop shelf on the outside

Section 6
Renewal Clause Optional Renewal Period

Not applicable.

Section 7
Exceptions to Specifications

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Otherwise, it will be considered that items/services offered are in strict compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. The University is not bound to accept any exceptions.

Section 8
Alternate Brands/Specifications

Unless otherwise specified, brands and specifications referenced in this solicitation are meant to establish a minimum standard of quality only. Bidders may bid brands/ specifications they consider to be equal by specifying the brand(s)/specifications and inserting the brand name(s),

be considered for award if such products are clearly identified in the bid and are determined by Kentucky State University to meet or exceed fully the minimum essential specifications and salient characteristics referenced in the Solicitation. Bids that contain products/specifications that fail to meet the minimum essential requirements shall be deemed non-responsive. Bidders who propose alternate brands/specifications should enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in a non-responsive bid. If the brands are not changed, the contract will be written accordingly, and the successful bidder shall be required to deliver the brands/specifications stated in the solicitation.

Section 9
Recycle Requirements

Prospective bidders are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330.

Section 10
Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation.

Section 11
Entities to be served

This contract shall be for use by Kentucky State University.
A contract resulting from this solicitation, with the consent of Kentucky State University and the vendor, may be offered to other entities requiring the product(s) or service(s).

Section 12
Solicitation Submission Requirements

A. Disposition of Proposals

All proposals become the property of Kentucky State University. The successful proposal shall be incorporated into the resulting contract by reference.

B. Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Purchasing Director.

C. Submission of RFB Response

Each qualified vendor shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.

Proposal shall be submitted to:

**Fran Pinkston
Kentucky State University
Academic Services Building (ASB), Suite 429E
400 East Main Street
Frankfort, KY 40601**

Section 13

Method of Award

Best Value Ranking Approach

Kentucky State University intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous based on "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the vendor in response to the established measurable criteria contained in the solicitation.

MEASURABLE CRITERIA	
Price	90 Points
Delivery	10 Points
TOTAL POINTS	100 Points

Each vendor is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor.

A bidder shall submit one (1) response to a solicitation and shall not propose more than one (1) price for each item listed in the solicitation, except for requested tier pricing. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information will impact the evaluated points awarded to the vendor.

B. DELIVERY (10 Points)

Vendor with the shortest

University in writing, indicating the specific regulation which requires such alterations. Kentucky State University reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 23

Payments

The vendor shall be paid, upon the submission of proper invoices, at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working

The Vice President of Finance and Business Administration, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Protest Procedure

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or selection for award of a contract by Kentucky State University, may file Protest via Certified Mail with the Vice President for Finance & Business Administration within two calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. All protests must be in writing and must use the phrase "Bid Protest" in the letter. The Vice President shall review all facts presented and render a determination in writing promptly to the aggrieved person. The decision shall be the final action on behalf of the University.

Section 31

Access to Records

Kentucky State University certifies that it is in compliance with the provisions of KRS 45A.695,

The Contractor, as defined in KRS 45A.030, agrees that Kentucky State University shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, paper

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section and

Attachment C Signed Affidavit