



## INVITATION TO BID

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

<b>INVITATION NO.:</b>	<b>KCT-01399</b>
<b>Issue Date:</b>	January 4, 2024
<b>Method of Award:</b>	Best Value
<b>Issuing Officer:</b>	Vickie Dillon
<b>Email:</b>	<a href="mailto:Vickie.Dillon@kctcs.edu">Vickie.Dillon@kctcs.edu</a>
<b>Bids are invited on the following:</b>	<b>Grounds Maintenance &amp; Snow Removal (Gateway Price Contract)</b>
<b>IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 01/23/2024 by 4:00 PM Eastern Daylight Time</b>	

- Sealed Bids for furnishing the following will be received by the Procurement to Payment Department, KCTCS, Versailles, Kentucky, until the date and time stated above or in Addenda. ***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.***
- 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 multiple bids will result in disqualification of both bids.
- 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 must be filled out in ink or typed and signed in ink.
- The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax.

**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.

### THIS AREA MUST BE COMPLETED

<b>DELIVERY TIME:</b> (Days after receipt of order)	<b>NAME OF COMPANY</b>	<b>PHONE:</b>
<b>BID FIRM THROUGH:</b>	<b>NO. &amp; STREET</b>	<b>FAX:</b>
<b>PAYMENT TERMS:</b> Net 30 days Must Accept PO	<b>CITY, STATE &amp; ZIP CODE</b>	
<b>SHIPPING TERMS:</b> FOB DESTINATION	<b>SIGNATURE</b>	<b>DATE:</b>
<b>TYPED OR PRINTED NAME:</b>		
<b>EMAIL:</b>		

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:** <https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the Issuing Officer in this solicitation.

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 KRS45A.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. If applicable, 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 may 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.

## 1. Introduction

### 1.1. Purpose of Procurement

The Office of Procurement to Payment Services issues this Invitation to Bid to establish a contract with one or more qualified Suppliers who will provide GROUNDS MAINTENANCE & SNOW REMOVAL SERVICES for the Kentucky Community & Technical College System (KCTCS), Gateway Community & Technical College at the following locations:

Edgewood Campus  
Gateway Community & Technical College  
790 Thomas More Parkway  
Edgewood, KY 41017

Boone Campus (3 Buildings which consist of 500, 510 & 520, but one campus site)  
Gateway Community & Technical College  
500 Technology Way  
Florence, KY 41042

Transportation Technology Center  
1051 Dudley Road  
Fort Wright, KY 41017

The Invitation to Bid is split into two groups: Grounds Maintenance for all campuses and Snow Removal for all campuses.

### 1.2. Extension to Other Campuses & Institutions

The awarded Supplier should be willing to extend the provision of services under the resulting contract to any other public institutions of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on then current rates for the specific level of services required.

### 1.3. Background

The Kentucky Community and Technical College System is comprised of 17 colleges with more than 70 locations statewide. 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 additional information regarding KCTCS please visit our website at: <http://www.kctcs.edu>.

Gateway Community & Technical College engages, connects, and inspires all students through education to successfully champion our region's competitive workforce and improve their quality of life. Gateway Community & Technical College is a member of the Kentucky Community and Technical College System and is a public two-year degree granting institution serving the Northern Kentucky Region. [Our Campuses | GCTC \(kctcs.edu\)](http://www.kctcs.edu/our-campuses)

### 1.4. Overview of the Invitation to Bid Process

The objective of the Invitation to Bid is to select one or more qualified Suppliers (as defined by Section 1.1 "Purpose of the Procurement") to provide the goods and/or services outlined in this Invitation to Bid to KCTCS. This Invitation to Bid process will be conducted to gather and evaluate responses from Suppliers for potential award. All Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all Suppliers' responses received after the opening date of this Bid, the results of the Bid will be posted at the following link (under "Solicitation Results"):

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

Suppliers should not assume personal notice will be given regarding the solicitation results.

### 1.5. Schedule of Events

The schedule of events set out herein represents KCTCS's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule may be shifted as appropriate. After the opening of the

Invitation to Bid, KCTCS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation and award on an as needed basis with or without notice.

If applicable, Suppliers are encouraged to visit the specified KCTCS location(s) prior to submitting a bid to inspect the conditions at the site. Any bidders wishing to schedule a site visit must contact the KCTCS representative listed below. KCTCS will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit.

Description	Date	Time
Release of Invitation to Bid	01/04/2024	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	01/12/2024	N/A
Site Visit Location: <b>Gateway’s campuses. Contact Mike Baker, 859-442-4188</b> Attendance is: <b>Optional</b> Site Visit Contact: <b>Mike Baker, Director of Maintenance &amp; Operations, 859-442-4188</b>	A site visit must be completed <b>NO LATER THAN FRIDAY, 01/12/2024</b>	N/A
Bid Opening Date and Time	01/23/2024	4:00 p.m. ET
Bid Evaluation Completed (estimated)	1 to 5 Days after opening	N/A
Notice of Award (estimated)	1 to 5 Days after opening	N/A

**1.6. Issuing Officer**  
[Vickie.Dillon@kctcs.edu](mailto:Vickie.Dillon@kctcs.edu)

**2. Instructions to Suppliers**

By submitting a response to the Invitation to Bid, the Supplier is acknowledging that the Supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

**2.1. General Information and Instructions**

**2.1.1. Restrictions on Communicating with Staff**

From the issue date of this Invitation to Bid until the final award is announced (or the Invitation to Bid is officially cancelled), the Issuing Officer named herein, shall be the point of contact throughout the solicitation process. KCTCS reserves the right to reject the response of any Supplier violating this provision. This does not preclude Suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only, and/or to schedule a site visit.

**2.1.2. Submitting Questions**

Any explanation desired by a Supplier regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing to the Issuing Officer identified in Section 1.6. Questions will not be addressed via telephone. Oral explanations or instructions given before the award of the contract will not be binding. In the event any item, requirement, term or condition of this Invitation to Bid is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective Supplier to inquire with the Issuing Officer.

All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. In order to stay on track of the solicitation timeline, Suppliers are cautioned that KCTCS may not respond to late questions or questions submitted by any other method than as directed by this section.

**2.1.3. Site Visit**

The site visit or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 “Schedule of Events”. In the event the site visit has been identified as mandatory, then a representative of the Supplier must attend the site visit in its entirety to be considered eligible for contract award. The

Supplier is strongly encouraged to allow ample travel time to ensure arrival to the location prior to the beginning of any mandatory site visit. All Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

**2.1.4. 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 KCTCS employee are not binding on KCTCS.

**2.1.5. Right to Request Additional Information**

Prior to an award, KCTCS must be assured that the selected Supplier has all of the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, KCTCS is unable to assure itself of the Supplier's ability to perform, if awarded, KCTCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility.

**2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time may not be considered. Responses must be complete in all respects, as required in each section of this Invitation to Bid.

**2.1.7. Amend and/or Cancel the Invitation to Bid**

KCTCS reserves the right to amend this Invitation to Bid prior to the opening date and time. Amendments will be made in writing and posted as one or more addenda to the KCTCS website. Each Supplier is individually responsible for reviewing addenda and any other posted documents and making any necessary or appropriate changes and/or additions to the Supplier's response. All Suppliers are encouraged to frequently check the KCTCS website for additional information at the following link: <https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

KCTCS reserves the right to cancel this Invitation to Bid at any time if it is in the best interest of KCTCS to do so.

**2.1.8. Costs for Preparing Responses**

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the Supplier. KCTCS will not provide reimbursement for such costs.

**2.1.9. ADA Guidelines**

When applicable (e.g. webpages) the Supplier's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

**2.2. Submittal Instructions**

Listed below are key action items related to this Invitation to Bid. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the Bid provides instructions regarding the process for reviewing the Bid, preparing a response to the Bid and submitting a response to the Bid.

**2.2.1. Invitation to Bid Released**

The release of this Invitation to Bid is formally communicated through the posting of this Invitation to Bid on the following websites:

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

<https://bidlocker.us/a/kctcs/BidLocker>

**2.2.2. Invitation to Bid Review**

The Invitation to Bid consists of the following:

1. This document, and
2. Any and all documents provided by KCTCS as attachments to the Bid or links contained within the Bid or its attached documents.

Please carefully review all information contained in the Bid, including all documents available as attachments or available through links. Any difficulty accessing the Invitation to Bid or opening provided links or documents should be reported immediately to:

1. The Issuing Officer (See Section 1.6) and
2. **Bid Locker at [info@equityhub.us](mailto:info@equityhub.us).**

### 2.2.3. Submitting a Response

There are two (2 ways) to submit your bid response. (CHOOSE ONLY ONE OPTION)

#### **Option 1 (Electronic): Upload bid packet to Bid Locker (desired method)**

Suppliers can complete this bid document and upload it, along with any other pertinent documents, to Bid Locker through a web browser. Click on the following link and then click on the Invitation to Bid #01399.

<https://bidlocker.us/a/kctcs/BidLocker>

#### **Option 2: Mail or drop off a completed bid packet.**

Suppliers must supply the following number of copies of their bid submission:

- 1 hard copy with original signature

Do not bind paper together with an adhesive or mechanism such as a wire, staple, comb, ring or strip.

Sealed Bids will be received in the offices of the Procurement to Payment department **Mondays through Thursdays** from 8:00 AM – 4:30 PM EST at the following address:

Kentucky Community and Technical College System  
Attn: KCT-01399  
300 North Main Street  
Versailles, Kentucky 40383

All Bids will be time stamped by the KCTCS Procurement to Payment department upon receipt. Bids received after the due date and time will not be evaluated. Bids that are faxed or emailed will be rejected.

## 3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

### 3.1. Section Reserved

### 3.2. Authorization to do Business in Kentucky

The awarded Supplier affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The awarded Supplier shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

### 3.3. Personal Information Security

To the extent Supplier receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Supplier shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Supplier or its agents or sub Suppliers within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Supplier abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation, correction,

investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Supplier; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

**3.4. Public Information**

KCTCS is subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked "confidential" under this agreement shall be treated as information identified by the Supplier as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

**3.5. Governing Law**

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this Invitation to Bid or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

**3.6. Section Reserved**

**3.5. Payment**

KRS 45.451 to 45.458 require that all bills shall be paid within 30 working days of either the receipt of correct invoice, and receipt of goods or services in satisfactory condition. A penalty payment of 1% per month shall be added to the amount due the supplier for each full or partial month that the payment exceeds 30 working days unless the invoice is in dispute.

**3.7. Standard Insurance Requirements**

Prior to the beginning of the contract, the Supplier will furnish to the Procurement to Payment Department Certificates of Insurance that show it has and will maintain all insurance protection (including products liability insurance) at the Supplier'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

Aggregate \$3,000,000

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 Supplier to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the Supplier. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide the KCTCS with two (2) Certificates of Insurance. Please see section 3.1 for more details.



**4. Form of Proposal Factors**

The Invitation to Bid contains the requirements and related services that the Supplier must meet. KCTCS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. KCTCS will not tailor these needs to fit a particular solution a Supplier may have available; rather, the Suppliers shall propose to meet KCTCS’s needs as defined in this Invitation to Bid.

**4.1. Section Reserved**

**4.2. Section Reserved**

**4.3. Supplier References**

Suppliers must submit with their bid at least three (3) references where services have been provided that are similar to the scope of work of this solicitation. Information provided must include persons to contact with addresses, email addresses, the size of the institution/business served, and other pertinent information, which would aid in the determination of an experienced Supplier. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Supplier relative to its ability to comply with the terms and conditions of this Invitation to Bid. Please write legibly.

Name/Address and contact email/Size: \_\_\_\_\_

Name/Address and contact email/Size: \_\_\_\_\_

Name/Address and contact email/Size: \_\_\_\_\_

**5. Costs/Pricing**

**5.1. General Pricing Rules**

Each Supplier is required to submit pricing as part of its response. By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, will be treated as non-responsive and will not be considered for award; and
3. The Supplier is required to provide net prices. In the event there is discrepancy between a Supplier’s unit price and extended price, the unit price shall govern;
4. The prices quoted and listed in the response shall be firm throughout the initial term of the resulting contract, unless otherwise noted in the Invitation to Bid or contract; and
5. All product deliveries will be F.O.B. destination and all freight/shipping charges must be included in the quoted cost (no hidden fees); and
6. Responses containing prepayment and/or progress payment requirements will be determined non-responsive; and
7. Responses requiring payment from KCTCS in less than thirty (30) days will be considered non-responsive; and
8. KCTCS is exempt from certain taxes and no provision for such taxes should be included in the Supplier’s response.

**5.2 Cost Structure**

It is the intent of KCTCS to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, KCTCS requires that each Supplier’s cost be structured as directed in the Invitation to Bid. Additional alternative cost structures will not be considered.

**6. Award**

**6.1. Method**

KCTCS intends to award a contract to the responsive and responsible Supplier(s), based on Best Value, who meets the Terms, Conditions, and Specifications of this Invitation to Bid.

Best Value - Ranking Approach: with the ranking approach, price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the Supplier's total score. The Supplier with the highest score has the highest ranking. Award is made to the Supplier with the highest ranking. If there is only one best



value response to the solicitation, the evaluation process will be waived and award will be made to the only responsive, responsible Supplier.

## 6.2. Measurable Criteria

Each Supplier is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Supplier the maximum score based on the available data submitted by the Supplier. SUPPLIER MUST ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Supplier must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

### Price (100 Points)

**The bidder with the lowest Price receives the maximum score.** The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 100 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 100 points ( $\$3.00 / \$3.00 = 1.00 \times 100 = 100$ ). Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 75 points ( $\$3.00 / \$4.00 = .75 \times 100 = 75$ ).

### Method of Breaking Tie Bids:

Tie low bids on the purchase of commodities/services may be broken in the following order if price and delivery are equal.

1. Time discount.
2. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations. (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
3. Supplier who has performed satisfactorily in the past over supplier who has not previously served the KCTCS or who has not performed in satisfactory manner.
4. Flip of coin, witnessed by at least two KCTCS personnel.

The bid file shall document one or more of the above listed factors.

Best Value scoring is subject to Reciprocal Preference for Kentucky resident Suppliers.

## 6.3. Selection

KCTCS reserves the right to: (a) reject any and all responses, in whole or in part; (b) request clarifications from Suppliers; and (c) take any other action as permitted by law.

Any contract award(s) resulting from the Invitation to Bid will be made to the lowest, responsive and responsible Supplier(s) meeting all specifications. **KCTCS reserves the right to select one or more Suppliers for award and to award all items to one or more Suppliers, individual line items to one or more Suppliers, or subcategories of products/services to one or more Suppliers when to do so is in the best interests of KCTCS.**

## 6.4. Consideration

To be considered for award of a contract, the Supplier must be in good standing with KCTCS System Office regarding past performance. In order to be considered for an award, Supplier cannot have had a contract with KCTCS that was not renewed or terminated early (unless at the Supplier's request) for performance reasons within the previous twelve (12) months (from the bid opening date on this bid event).

## 6.5. Kentucky Reciprocal Preference Laws

In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the KCTCS will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

## 6.6. Public Award Notice

The solicitation results will be posted at the link below. No Supplier should assume personal notice of the solicitation results will be provided by KCTCS.

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

## 7. Contract Terms and Conditions

The contract that KCTCS expects to award as a result of this Invitation to Bid will be based upon the Bid, the awarded Supplier's final response as accepted by KCTCS and the contract terms and conditions, which terms and conditions can be downloaded from:

<https://systemoffice.kctcs.edu/suppliers/terms-conditions.aspx>

The awarded Supplier will be responsible for compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The awarded Supplier shall ensure that all of its employees comply with these Federal, State and Local Laws, Regulations and Mandates.

### 7.1. Supplier's Terms & Conditions

Responses submitted that include any additional Supplier terms or conditions or contain terms and conditions in conflict with the bid and KCTCS terms and conditions may be deemed non-responsive. Suppliers must refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the Supplier's liability to KCTCS on the contract awarded on the basis of such Invitation.

Additionally, Suppliers must refrain from electronically modifying the terms within the bid document.

### 7.2. Contract Term

The initial term of the contract will be for **one (1) year** from the execution date of the contract with **4 one (1) year** renewal periods upon mutual agreement. Renewal will be accomplished through the issuance of a KCTCS Amendment. In the event that the contract resulting from the award of this Invitation to Bid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, KCTCS may, with the written consent of the awarded Supplier, extend the contract for such period of time as may be necessary to permit KCTCS's continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties. Unless this Invitation to Bid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

### 7.3. Contract Termination

The contract resulting from this Invitation to Bid shall be subject to the following termination provisions:

- for default
- for Supplier bankruptcy
- for unavailability of funds
  - KCTCS may terminate the contract at any time if KCTCS determines that funding is no longer available to support this project/enterprise.
- mutual agreement
- otherwise as specifically provided by the contract
- non performance
  - Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel or personnel control, whether arising from labor or service disputes, or otherwise any substantial change in ownership or proprietorship of the Supplier, which in the opinion of KCTCS is not in its best interest, or failure to comply with the terms of this contract.
  - Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

### 7.4. 90-Day Probationary Period

The awarded Supplier will be given 90 days from the date of award of contract, to meet and adhere to all terms, specifications and conditions of this contract. Failure to meet the outlined criteria may be cause for cancellation.

### 7.5. Contract Assignment

The awarded Supplier is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of the authorized personnel of KCTCS. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

## 7.6. Subcontracting

If providing services, no part of the service may be subcontracted without prior approval of the authorized personnel of KCTCS, or unless approved in writing prior to the award of the contract.

## 7.7. Additional Related Products/Services

KCTCS reserves the right to add additional related products/services based on the original offer. Upon mutual consent of KCTCS and the awarded Supplier on pricing, performance, etc., said additional services may be added to the contract. KCTCS reserves the right to remove services to the contract if it is in the best interest of KCTCS to do so. Any contract changes will be incorporated as a written modification to the contract.

## 7.8. Contract Non-Exclusion

KCTCS reserves the right to purchase the same or similar product/services from other sources. KCTCS will not limit product/services to that furnished by the awarded Supplier.

## 7.9. Events Beyond Control

Anything herein to the contrary notwithstanding, KCTCS shall not be liable or responsible for any failure to furnish the services set forth in this Invitation to Bid and the contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

## 8. List of Invitation to Bid Attachments

The following documents make up this Invitation to Bid. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. KCTCS Invitation to Bid (this document)

## 9. Supplier Registration

If applicable and upon award, the **AWARDED BIDDER** must register and/or update their information through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment.

## 10. Special Terms

This Invitation to Bid is split into two groups: **Grounds Maintenance** for all campuses and **Snow Removal** for all campuses. Bidders do NOT have to bid on both groups to be considered for contract award.

### 10.1. Invoices & Payments

Invoices shall be prepared and emailed to Mike Baker at [michael.baker@kctcs.edu](mailto:michael.baker@kctcs.edu) and will be paid via a credit card or check/ACH payment within policy guidelines. There cannot be any taxes added to the invoice or paid by Gateway. A tax-exempt certificate will be provided. If for some reason Mike Baker is no longer available and until another individual is set up to pay the invoices via email/credit card, mail a hard copy to:

Gateway Community & Technical College  
Attn: Business Office/Judie Hontas  
790 Thomas More Parkway  
Edgewood, KY 41017

Payment shall be made within thirty (30) working days after receipt of goods and services and invoice except when Business Affairs has transmitted a rejection notice to the supplier.

### 10.2. Service Performance

All services performed under the contract will be in accordance with the terms and provisions of the contract. It will be the responsibility of the College to insure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Business Affairs Officer of the college and KCTCS Procurement to Payment Services.

Problems that may arise should be resolved between the supplier and the College. If such problems and/or disagreements cannot be resolved, they should be referred, by either party, to the Procurement Manager for settlement. Since no absolute criteria for determining performance exists, the final authority and responsibility for judging performance rests with the Business

Affairs Officer of the college. However, poor performance charges must be documented and substantiated in writing, including letters and memoranda advising needed corrections.

### **10.3. Safety of Persons & Property**

Protection of all persons and property shall be exercised at all times. All safety standards as set by OSHA, the Division of Pesticides of the Kentucky Department of Agriculture or other regulatory agencies must be followed.

The successful Supplier shall continuously maintain adequate protection of all work from damage and shall protect KCTCS property from injury or loss arising in connection with a resulting contract. The successful Supplier shall make good any such damage, injury, or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of KCTCS. The successful Supplier shall adequately protect adjacent property as provided by law and the Contract.

The successful Supplier shall take all necessary precautions for the safety of employees on the Work site and shall comply with all applicable provision of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

### **10.4. Vehicles**

No vehicles or heavy equipment will be parked on sidewalks or lawns without prior authorization from Business Affairs. No walks, drives or parking areas may be blocked during performance of work. No grass or debris shall be discharged towards vehicles or allowed to blow on vehicles. All mower discharge shall be pointed away from vehicles.

### **10.5. Damages**

The successful Supplier will be responsible for repair or replacement, at no expense to the College, any damages to roads, streets, sidewalks, curbs, utilities, plant material, lawns and structures caused by work performed under this contract or incidental thereto, whether by the successful Supplier's employees or subcontractors. Any damage must be immediately reported to Business Affairs. The College is not responsible for damage or loss to the supplier's equipment or inventory due to vandalism, robbery, or any other action or cause.

### **10.6. Correction of Work Prior to Payment**

The successful supplier shall promptly correct work that is rejected by Business Affairs as failing to conform to the requirement of the Contract within forty-eight (48) hours.

In addition to being responsible for correcting the work and removing any nonconforming work or materials which are not corrected from the job-site, the successful supplier shall bear all other costs of bringing the affected work into compliance with the contract.

If the successful supplier fails to correct nonconforming work within a reasonable time, Business Affairs may take steps to correct the work itself. If, within a ten (10) day period after receipt of written notice to correct the nonconformity, the successful supplier has not made serious efforts to correct the nonconformity, Business Affairs may, without prejudice to any other remedies it may have, proceed to correct the non-conforming work.

An equitable deduction from the contract sum will be made to cover the cost of correcting the work.

## **Ground Maintenance Specific Terms:**

### **10.7. Description of Services**

Successful supplier to be responsible for providing the following services; (as required per visit)

1. Mowing grass – includes removal of light debris from all lawn areas, mowing, trimming and blowing clippings from surfaces. To be performed on a weekly basis as needed.
2. Weed control and Fertilizing – includes two (2) applications, early spring and late spring. First application includes fertilizer and broadleaf weed control. Second application contains broadleaf weed control only. Entire campus lawn shall be treated at the Edgewood Campus, Boone Campus, and the Transportation Technology Center.
3. Tree Pruning – includes removal of low branches to maintain access for mowing and trimming lawn under trees. (Prior approval from Director of Maintenance & Operations is required before any tree are pruned) Do not burn leaves in lieu of removal. Debris and leaves shall be removed from the property by the supplier – debris is not to be left on the property or disposed of in campus dumpster.
4. Mulching campuses - Refurbish all existing mulched areas, shrub beds, perennial beds, or tree rings twice – spring and fall- in any 12 month period and add new matching material only as needed to maintain 2-3 inch depth of aerated mulch covering.

Remove old mulch or rake into soil before applying new. Any new mulch shall be odorless or very mild in odor - any mulch used which has a strong odor, will be immediately removed at the supplier's sole expense and new mulch added.

5. Once in either the early spring or late fall, the wild flower field at the Boone campus needs to be bush hogged to a 6-8 inch height. Please see Mike Baker for the location and area to be bush hogged.

#### **10.8. Cleanup**

The successful Supplier shall at all times keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by the operations in connection with the services. Upon completion of the work and prior to final inspection and acceptance, the Supplier shall remove all remaining waste materials, rubbish, supplier's equipment, tools, machinery, and surplus materials and leave the site in a clean and usable condition satisfactory to KCTCS. If the successful Supplier fails to clean up as provided in the contract documents, KCTCS may perform the cleaning tasks and charge the cost to the Supplier.

#### **10.9. Existing Conditions**

Successful supplier will be responsible for existing conditions and verification of acreage to be mowed.

Services should include a minimum of thirty (30) visits per year, which includes fall and spring cleanup. All services may not be required on each visit.

A licensed individual must perform all chemical applications.

Successful supplier will be required to coordinate all scheduled work with Mike Baker.

#### **10.10. Material Safety Data Sheets**

A list of all chemicals and Material Safety Data Sheets proposed to be used under a resulting contract must be submitted to Business Affairs for approval no later than 48-hours prior to use.

#### **10.11. Pesticide/Herbicide Certification/Licenses**

Prior to beginning treatment, the successful Supplier must submit proof of pesticide/herbicide applicator's license or certification as issued by the Department of Agriculture, Division of Pesticides, to Business Affairs, attn: Mike Baker, for all employees applying or supervising the application of pesticides. Applicator's license or certification must show category of use, license number, and expiration date.

### **Snow Removal Specific Terms:**

#### **10.12. Description of Services**

Successful supplier to be responsible for providing the following services; (as required per visit)

- Snow and Ice removal from driveways and parking areas.
- Salt Treatment – driveways and parking areas.

Plow snow from driveways and parking areas when one (1) or more inches of accumulation occurs. Salt to be applied on parking areas after plowing – or any time icy conditions exist.

Successful supplier will be required to coordinate all scheduled work with Mike Baker.

**11. Form of Proposal**

Bidder does not have to bid on all groups to be considered for contract award; however, bidder must bid on all items within a group to be considered for an award for that group. The bidder agrees to furnish all labor, materials, supplies and services required for fulfilling the obligations of the contract, in accordance with the terms, conditions and specifications contained in this Invitation to Bid and any duly issued addendum for the amount set forth below.

**GROUP 1 – Grounds Maintenance:**

Monthly payment amount for all campuses: \_\_\_\_\_

Annual payment amount for all campuses: \_\_\_\_\_

Bidder must have a minimum of three (3) years in business providing the same services that are similar to scope and size of services listed in this Invitation to Bid.

Indicate Years in Business \_\_\_\_\_  
(Verified through the Kentucky Secretary of State).

**GROUP 2 – Snow Removal:**

\$ \_\_\_\_\_ per hour (including salt applications)

\$ \_\_\_\_\_ Salt – Cost per lb.

Specify Brand/Type of Salt \_\_\_\_\_

Bidder must have a minimum of three (3) years in business providing the same services that are similar to scope and size of services listed in this Invitation to Bid.

Indicate Years in Business \_\_\_\_\_  
(Verified through the Kentucky Secretary of State).

**12. Business Classification**

This section is for informational purposes.

Select all that apply (does not apply to publicly traded entities).

<input type="radio"/> <b>Minority Business Enterprise/MBE</b> (please choose one sub-classification at right): <i>Defined as a business at least 51% owned by one or more African-Americans, Hispanics, Native Americans, Asian Pacific Americans, Asian Indian Americans, and other groups as defined by Federal law.</i>	<input type="radio"/>	<i>Hispanic-American</i>	<input type="radio"/>	<i>African-American</i>
	<input type="radio"/>	<i>Asian-American</i>	<input type="radio"/>	<i>American Indian</i>
	<input type="radio"/>	<i>Other (explain):</i>		
<input type="radio"/> <b>Women-Owned Business Enterprise/WBE</b> <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="radio"/>	<b>Disadvantaged Business Enterprise/DBE</b> <i>Defined as a business at least 51% owned by at least one differ- ently- abled, socially, or economically disadvantaged individual as defined by Federal law.</i>		
<input type="radio"/> <b>Veteran Owned Business/VOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="radio"/>	<b>Disadvantaged Veteran Owned Business/DVOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran with a service-related disability of at least 10 percent.</i>		
<input type="radio"/> <b>None of the Above</b>	<input type="radio"/>	<b>Other (Explain):</b>		

**12. Supplier Checklist**

<b>Supplier Bid Submission Checklist:</b>	
Supplier is responsible for meeting all bid requirements (including those not listed below):	
YES	NO : Pg. 1 – Invitation to Bid completed & signed
YES	NO : Section 3.1 – If applicable, included authorized dealer/distributor letter
YES	NO : Section 6.5 – If applicable, completed forms included if claiming reciprocal preference
YES	NO : Per Section 7.1. Supplier did <u>not</u> include their own terms and conditions
YES	NO : Section 11, Form of Proposal completed in its entirety – no incomplete sections
YES	NO : Supplier meets all requirements throughout the Invitation to Bid