



## INVITATION TO BID

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

<b>INVITATION NO.:</b>	KCT-01091	<b>RETURN ORIGINAL COPY OF BID TO:</b>
<b>Issue Date:</b>	November 2, 2017	KCTCS
<b>Method of Award:</b>	SEE BID	<b>PROCUREMENT TO PAYMENT SERVICES</b>
<b>Procurement Officer:</b>	Vickie Dillon	<b>BID #KCT-01091</b>
<b>Email:</b>	Vickie.Dillon@kctcs.edu	<b>300 NORTH MAIN STREET</b>
<b>Bids are invited on the following:</b>	<b>Grounds Maintenance (PCT)</b>	<b>VERSAILLES, KY 40383</b>
<b>IMPORTANT: SEALED BIDS MUST BE RECEIVED BY November 28, 2017 by 4:00 PM EASTERN STANDARD TIME</b>		

1. Sealed Bids for furnishing the following will be received by the KCTCS Procurement to Payment 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. In the event of a discrepancy between unit and extended price, the unit price shall prevail. 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 Do Not Quote Sales Tax.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

<b>DELIVERY TIME:</b>	<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>	<b>CITY, STATE &amp; ZIP CODE</b>	
<b>F.O.B. DELIVERED ALL DELIVERY CHARGES INCLUDED IN PRICES SHOWN</b>	<b>SIGNATURE</b>	<b>DATE:</b>
<b>FEDERAL ID NUMBER (EIN):</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: [http://systemoffice.kctcs.edu/Vendor\\_Information](http://systemoffice.kctcs.edu/Vendor_Information). 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 Procurement to Payment 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 (where applicable):**

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 basis.

**Important Dates (subject to change per applicable Addenda):**

**November 16, 2017 4:00 p.m. EST**      Deadline to submit questions. All questions must be emailed to Vickie.Dillon@kctcs.edu

**November 28, 2017 4:00 p.m. EST**      Deadline to submit bids

**Supplier Bid Submission Checklist:**

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: Visit completed (not mandatory)  
 YES NO : Section 8: Supplier did not include their own terms and conditions  
 YES NO : Section 11: Supplier meets minimum years in business requirement  
 YES NO : Section 40: Form of Proposal completed  
 YES NO : Section 41: References and Substitute W-9 completed  
 YES NO : All addenda signed & included with bid (if applicable)  
 YES NO : Supplier meets all requirements throughout the bid

**1. Scope**

You are invited to bid for the establishment of a Price Contract for the grounds maintenance/lawn service for Gateway Community & Technical College. The current locations include the following:

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

Urban Center  
 Gateway Community & Technical College  
 525 Scott Blvd.  
 Covington, KY 41011

Transportation Technology Center  
 1051 Dudley Road  
 Fort Wright, KY 41017  
 Building Code: GTWTTC

**2. Extension to Other Campuses & Institutions**

The successful supplier may be willing to extend the provision of services under the resulting contract to any other campus and public institution 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 the specific services required. Extension is optional and will not be considered as an award criteria.

Is the supplier willing to extend pricing to other campuses and secondary educational / state agencies within the Commonwealth of Kentucky?

Yes  No

**3. Site Visit**

It is NOT mandatory; however, bidders are encouraged to visit the college campuses prior to submitting a bid to inspect the conditions at the site. Any bidders wishing to schedule a site visit must contact the college representative listed below. The college will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit.

Please contact George Hall to schedule a site visit **NO LATER THAN seven (7) days prior to bid opening date.**

**George Hall, Director of Maintenance & Operations**  
**859-442-4188**

#### **GENERAL TERMS AND CONDITIONS**

##### **4. Questions, Solicitation Sole Point of Contact - Restriction on Communication**

The KCTCS Procurement to Payment Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to Bid. Contact with KCTCS other than the Procurement to Payment department may be cause for rejection of bid. This does not preclude suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only, and to schedule a site visit.

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing. 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 bidder to inquire as to intent, or to state the exception in writing, via email to:

**Vickie Dillon**

KCTCS Procurement to Payment Services

[Vickie.Dillon@kctcs.edu](mailto:Vickie.Dillon@kctcs.edu)

**Phone calls will not be accepted.**

**All questions are to be submitted to the Procurement to Payment Department no later than November 16, 2017, 4:00PM EST via email to Vickie.Dillon@kctcs.edu.**

KCTCS reserves the right to disqualify the bid/quote from bidders in violation of this provision.

##### **5. 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.

##### **6. Contract Period**

The successful supplier shall be responsible and prepared to begin the contract in **February 2018**.

The contract established from this Invitation to Bid will be for the initial period of one (1) year from date of award. The contract may be extended at the completion of the initial contract period for four (4) additional one-year periods. This extension must have the written approval of the Supplier and KCTCS Purchasing. KCTCS reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Supplier will be advised of any proposed revisions prior to the renewal periods. In the event both parties cannot agree on the proposed revisions, either party may withdraw from the option. However, and if requested by KCTCS, the Supplier shall agree to continue the service at the contract rate(s) for an extended ninety (90) day period beyond the contract period, to allow KCTCS Purchasing lead time to establish a replacement contract.

##### **7. Addenda & Amendments**

KCTCS reserves the right to request amendments or modifications after the specified receipt date if in the best interest of KCTCS. In the event it is necessary to revise any part of the Invitation to Bid after initial posting, the revision will be delivered to all who received the initial bid or who has initiated interest in the bid. Receipt of an amendment to a solicitation by a Supplier must be acknowledged by signing and returning the amendment or by letter. Such acknowledgment must be received before a contract is awarded.

##### **8. Supplier Terms & Conditions**

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

The laws of the Commonwealth of Kentucky shall govern any contracts or orders placed as a result of an offer. 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.

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

#### **9. Compliance with State Laws**

The laws of the Commonwealth of Kentucky shall govern any contracts or orders placed as a result of an offer. 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.

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 Acceptable 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.

#### **10. Kentucky Reciprocal Preference Laws**

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Contractor of the Commonwealth of Kentucky shall be given a preference against a nonresident Contractor. In evaluating proposals, KCTCS will apply a reciprocal preference against a Contractor submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Contractor. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Contractor claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit (Resident Bidder Claim Form,) with supporting documentation affirming that it meets the criteria as set forth in the above referenced statute.

Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, KCTCS will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment, upon request.

#### **11. Method of Award**

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 bidder's total score. The bidder with the highest score has the highest ranking. Award is made to the bidder with the highest ranking. If there is only one best value response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible bidder.

#### **Measurable Criteria**

Supplier 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.

**Price (based on monthly amount):            100 Points**

**Price (100 points)** - The bidder with the lowest total 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, assume \$25,000 is the low offer from bidder "A", then bidder "A" receives 100 points ( $\$25,000/\$25,000 = 1.00 \times 100 = 100$ ). Assume \$30,000 is the next low offer by bidder "B", then bidder "B" receives 83 points ( $\$25,000/\$30,000 = .83 \times 100 = 83$ ), etc.

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

#### **12. Post Contract Agreements**

The resulting contract and KCTCS Purchase Order shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company order or other documents to complete or initiate the terms of a contract that may result from an award of this Invitation to Bid. Any documents obtained shall be non-binding on KCTCS and may be considered a breach of contract.

**13. Authorization to do Business in Kentucky**

The successful 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 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.

**14. 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.

**15. Kentucky Sales and Use Taxes**

Sale of tangible personal property to the Commonwealth of Kentucky and its agencies are not subject to state sales or use taxes.

**16. Pricing**

Price is to remain fixed for the initial contract period. Price increases will be reviewed at contract extension time only. Revisions will be based on general industry changes and must be submitted in writing to KCTCS Purchasing and received at least thirty (30) days prior to effective date. The requesting party must furnish documented evidence substantiating the validity of the request along with the written request.

**17. Quantities**

The price contract established from this Invitation to Bid shall have no guarantee of any specific sales quantity. The sales quantities listed herein are only estimates. There is no implied or guaranteed quantity of sales.

**18. Invoices & Payments**

Invoices shall be prepared and transmitted on a monthly basis to the address below. One copy shall be marked "original" unless otherwise specified. Invoices shall contain, at a minimum, the following information: Supplier name, address, phone number, contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

Send invoices 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 or an invoice except when Business Affairs has transmitted a rejection notice to the supplier.

**19. Performance Bond**

The supplier may be required to execute, within fifteen (15) days after receiving the Notice of Award, a performance bond or irrevocable letter of credit.

**20. Previous Supplier Performance**

Previous Supplier Performance may be considered with the award of this Invitation to Bid. Suppliers with multiple supplier complaints in the last twelve (12) months may be found unresponsive.

**21. 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 Director of the Procurement to Payment Department 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.

**22. Cancellation or Termination of Contract**

This contract will not be canceled during its life except for mal-performance, non-performance or other failure on the part of the supplier to comply with the terms and conditions of the contract. In the event of such action being necessitated, the contract will be null and void immediately upon receipt of written notice from KCTCS Procurement to Payment.

KCTCS reserves the right to cancel any resulting contract, without cause, by giving written notice to the successful supplier no later than 30 calendar days before the proposed cancellation date. Notice of intent to cancel shall be made by certified mail.

KCTCS reserves the right to terminate the contract when requirements under the contract no longer exist or changes in supplies or services render the contract as not responsive to the needs of the College. A written notice will be given to the supplier at least thirty (30) days prior to the proposed termination date.

The supplier may cancel the contract for a properly documented and justifiable reason with sixty (60) days written notice to the authorized personnel of the College and KCTCS Procurement to Payment. Approval must be received in writing at which time the supplier must remove all equipment and inventory belonging to the supplier during the mutually agreed upon time from within the sixty (60) days' notice.

Should the contract be cancelled – KCTCS reserves the right to contact the next bidder with best value ranking points to establish contract for services.

**23. Bid Submittal**

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

Only one price may be bid for the services to be provided in this Invitation to Bid. Bidders must determine their single best offering on the services specified. Bids not conforming to this requirement will be rejected.

**24. Cancellation or Rejection of Bids**

KCTCS Procurement to Payment reserves the right to reject any and all bids, as well as, cancel the bid when it is in the best interest of KCTCS to do so.

**25. Other Grounds Maintenance Services**

The College will not limit similar services to that furnished by the supplier. The right to authorize other type of grounds maintenance services with other suppliers is reserved.

**26. Addition or Deletion of Items or Services/Locations**

KCTCS Procurement to Payment reserves the right to add new and similar items or services and/or College locations/campuses, with the consent of the supplier, to any contract awarded from this Solicitation. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing may be negotiated based on the specific services required. KCTCS Procurement to Payment shall effect any such change by issuing a Modification to the contract.

No modification to a contract awarded on the basis of this Invitation shall be permitted unless the supplier receives written approval from the KCTCS Procurement to Payment Services Department. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

**27. 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.

**28. Contract Assignment**

The 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 Business Affairs Officer of the College and the Director of the KCTCS Procurement to Payment Services Department.

In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

**29. Subcontracting**

No part of the operation may be subcontracted without prior approval of the Business Affairs Officer of the College and the Procurement to Payment Department, or unless approved prior to the award of the contract.

**30. 90-Day Probationary Period**

The successful 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.

**31. Insurance**

Prior to the beginning of the contract, the supplier will furnish to the Business Affairs Officer of the College 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  
 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 Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.



**SPECIAL TERMS AND CONDITIONS****32. Description of Services**

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

- 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.
- 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, Transportation Technology Center and the Urban Center.
- 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 is 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 in campus dumpster.
- 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.

**33. 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.

**34. 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 coordinate all scheduled work with George Hall.

**35. Safety of Persons and 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.

**36. 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.

**37. Pesticide/Herbicide Certifications/Licenses**

Prior to award of a contract, 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: George Hall, 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.

**38. 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.

**39. 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.

**40. FORM OF PROPOSAL**

The bidder agrees to furnish all labor, materials, supplies and services required for fulfilling the obligations of Landscape/Lawn Care Services at Gateway Community & Technical College 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.

**Monthly Payment Amount:** \_\_\_\_\_

**Annual Payment Amount:** \_\_\_\_\_

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

**41. Supplier References**

Each supplier is required to submit in the space provided below three (3) references for grounds maintenance service contracts performed in the last five (5) years.

	<b><u>COMPANY</u></b>	<b><u>ADDRESS</u></b>	<b><u>CONTACT PERSON</u></b>	<b><u>PHONE/EMAIL</u></b>	<b><u>SIZE OF FACILITY</u></b>
1)	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____

**Substitute W-9 Form**

A completed, signed KCTCS Substitute W-9 form must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a completed W-9 form may be rejected. A form has been attached for completion.



## Substitute W-9 Form

Substitute W-9  
Revised 12/6/13

Kentucky Community and Technical College System  
300 North Main Street, Versailles, KY 40383

College:	System Office - Procure to Pay		
College Contact:	Bekka Korosec	College Contact Email:	bekka.korosec@kctcs.edu
College Contact Ph:	(859) 256-3391	College Contact Fax:	(859) 256-3124

To avoid Internal Revenue Service (IRS) mandated backup withholding KCTCS is required to obtain your Taxpayer Identification Number (TIN) for reporting income paid to you or your organization. KCTCS uses a Substitute W-9 Form to obtain certification of your TIN and retains this information in its secure payee/vendor database. This form may be completed online and then printed for signature. Tab to fields and populate with your information. New Vendors must complete the entire form. Existing Vendor's may the complete shaded area of form. New and updated forms must be signed and dated.

**New Vendor (complete entire form)**       **Changes to existing vendor**

Federal Tax ID #: (Required) \_\_\_\_\_  TIN/EIN       SSN

Legal Name used for purposes of IRS reporting \_\_\_\_\_

Business Name (if different from name used for purposes of IRS reporting) \_\_\_\_\_

Does your business accept credit Cards?     Yes     No      If yes,     Visa     MC     Other: \_\_\_\_\_

Type of Business (Required):

- |                                                   |                                                                 |                                                                  |
|---------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> Corporation              | <input type="checkbox"/> Government Entity                      | <input type="checkbox"/> Foreign Nonresident Individual          |
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Foreign Entity (other than individual) | <input type="checkbox"/> Limited Liability Company               |
| <input type="checkbox"/> Non Profit/501(c) Entity | <input type="checkbox"/> U.S. Agent of Foreign Person/Entity    | <input type="checkbox"/> Individual/Sole Proprietor (US Citizen) |

Exempt from backup withholding

Other (Please Explain) \_\_\_\_\_

**Business Classification** (Required - Select only one - Does not apply to publically traded entities)

<input type="checkbox"/> <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="checkbox"/> <i>Hispanic-American</i>	<input type="checkbox"/> <i>African-American</i>
	<input type="checkbox"/> <i>Asian-American</i>	<input type="checkbox"/> <i>American Indian</i>
	<input type="checkbox"/> <i>Other (explain):</i>	
<input type="checkbox"/> <b>Women-Owned Business Enterprise/WBE</b> <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> <b>Disadvantaged Business Enterprise/DBE</b> <i>Defined as a business at least 51% owned by at least one differently-abled, socially, or economically disadvantaged individual as defined by Federal law.</i>	
<input type="checkbox"/> <b>Veteran Owned Business/VOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> <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="checkbox"/> <b>None of the Above</b>	<input type="checkbox"/> <b>Other (Explain):</b>	

**Certification**

Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person	Date
Printed Name:	

<b>Purchase Order</b>		<b>Purchase Order Information</b>		<input type="checkbox"/> Check if remit address is same as PO address	
Preferred Method of Receiving Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Check if there is a change to your Purchase order address					
Vendor Name (if different from above)					
Order to Address					
City		State		Zip	
Sales Contact Name		Email for PO			
Sales Contact Phone		Fax for PO			
<input type="checkbox"/> Purchase Address – Change to					
<b>Remittance</b>		<b>Remittance Address as it appears on your invoice</b>			
Vendor Name (if different from above)					
Remit to Address					
City		State		Zip	
Remit to Contact Name		Email			
Remit to Phone		Fax			
<input type="checkbox"/> Remit to Address – Change to					

Wherever possible we desire to replace check payments with an electronic payment (ACH - direct deposit transfer). In order to switch your payment type if already established from paper check to electronic transfer we will need your bank account information entered on this substitute W-9 form. Your email address will only be used to notify you when an electronic payment is issued, to notify you of the issuance of a purchase order, or to notify you of other official business correspondence. Your e-mail and/or banking information will not be shared or distributed outside KCTCS' Business Services Division and will be used solely for KCTCS business applications.

<b>Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)</b>	
Name on Bank Account:	
Bank Name (include branch name if applicable):	
Bank Routing Number (9-digit ABA #):	Bank Account Number:
Mark only one (should match information noted above): <input type="checkbox"/> Checking: <input type="checkbox"/> Savings:	
<b>E-mail address -- Please print LEGIBLY -- Required for electronic notification of payment to your bank account.</b>	
Mark if this is a: <input type="checkbox"/> Establishment of a new direct deposit <input type="checkbox"/> Change of existing direct deposit	
Email change only <input type="checkbox"/> New email address to where payment notification to be sent:	

I hereby authorize and request KCTCS to initiate credit entries for payment to my account. If necessary, a debit entry may be made in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error at the financial institution named. The electronic payment data remains in effect until withdrawn by written notification to KCTCS, 300 North Main Street, Versailles, KY 40383.

PRINTED NAME

Authorized Signature

Date