



## INVITATION TO BID

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

<b>INVITATION NO.:</b>	<b>KCT-01125</b>	<b>RETURN ORIGINAL COPY OF BID TO:</b>
<b>Issue Date:</b>	July 6, 2018	<b>KCTCS</b>
<b>Method of Award:</b>	Best Value	<b>Procurement to Payment Services</b>
<b>Procurement Officer:</b>	Joe Mattingly	<b>300 NORTH MAIN STREET</b>
<b>Phone:</b>	859-256-3264	<b>VERSAILLES, KY 40383</b>
<b>Bids are invited on the following:      Lineman Equipment (PCT)</b>		

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY July 24, 2018 by 4:00 PM Eastern Standard Time**

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 Do Not Quote Sales Tax.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

**SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.**  
**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

**THIS AREA MUST BE COMPLETED**

<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: Net 30 days Must Accept PO</b>	<b>CITY, STATE &amp; ZIP CODE</b>	
<b>F.O.B. DELIVERED ALL DELIVERY CHARGES TO BE INCLUDED IN PRICES SHOWN</b>	<b>SIGNATURE</b>	<b>DATE:</b>
Email		
<b>FEDERAL ID NUMBER (EIN):</b>	<b>TYPED OR PRINTED NAME</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 Services at 859-256-3251.**

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. 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. **- ALTERNATES NOT ACCEPTED**
3. If bidding a private label model, identify as private label and show stock number. **- ALTERNATES NOT ACCEPTED**

**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. In the event no satisfactory bids are received, we reserve the right to award on a group award basis. Separate purchase orders may not be issued unless there is a savings of at least \$100.00 to KCTCS.

<b>Bidder Bid Submission Checklist:</b>	
Bidder is responsible for meeting all bid requirements (including those not listed below):	
YES	NO : Pg. 1 – Invitation to Bid completed & signed
YES	NO : Bidder did <u>not</u> include their own terms and conditions
YES	NO : Form Of Proposal completed
YES	NO : Substitute W-9 completed
YES	NO : Bidder meets all requirements throughout the Invitation to Bid

**I. SCOPE**

You are invited to bid to establish a price contract for **Lineman Equipment and related items**, for the Kentucky Community and Technical College System (KCTCS), 300 N. Main Street, Versailles KY 40383. Bidders are required to bid on all items to be considered for an award. Any price contract that may be awarded will have no guarantee of any specific quantity. KCTCS will be obligated to purchase only that quantity needed during the term of the proposed price contract or any extension thereof. KCTCS reserves the right to award one (1) price contract or multiple price contracts to multiple bidders in response to this Invitation to Bid, at the sole discretion of KCTCS.

**II. KCTCS OVERVIEW**

The Kentucky Community and Technical College System, the largest institution of higher education in the Commonwealth, is composed of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve approximately 80,000 students and nearly 5,000 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

Key areas of emphasis include increased access to postsecondary education and educational attainment, community and economic development, workforce education and training, adult education and literacy, agriculture and rural development, nursing and allied health professions, emerging technologies and high-growth, high-wage occupations, online education, global partnerships and international education, firefighter and emergency medical professionals, and homeland security education and training. For more information, consult our website at [www.kctcs.edu](http://www.kctcs.edu).

**III. GENERAL**

The resulting contract between KCTCS and the Contractor shall consist of the Invitation to Bid and any amendments thereto, and (2) the Contractor’s bid response. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Invitation to Bid shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation to Bid or the Bidder’s response. In all other matters not affected by the written clarification, if any, the Invitation to Bid shall govern.

**IV. CONTRACT PERIOD**

The contract period will be for one (1) year from date of award with an option to extend the contract period for five (5) additional one (1) year periods, upon mutual agreement of KCTCS and the successful Contractor, provided funds are available.

**V. SPECIAL CONDITIONS**

**Dealers listed must be an Authorized Reseller for the manufacturer and must submit proof of authorization with Invitation to Bid.**

**VI. EQUIPMENT**

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

Equipment Safety Requirements

All equipment offered against this Invitation to Bid must be in full compliance with all current safety standards as established by Federal, State, and Local governments, including, but not limited to, all current OSHA standards

applicable to the manufacture, distribution, and use of said equipment. Furthermore, all equipment including the listing and labeling of the equipment, must meet the requirements stated in the current edition of NFPA 70 National Electrical Code and be certified by an independent testing laboratory as per National Electrical Code, NFPA 70, articles 110.3A, 110.3B and 90.7. Bidders, by completing and submitting a bid in response to this Invitation, do certify that any equipment proposed shall be in full compliance with all of the above applicable safety standards.

**VII. ALTERNATES**

**Alternates will not be accepted on this Invitation to Bid.**

**VIII. DELIVERY**

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

**IX. FREIGHT AND FOB DESTINATION**

Freight on all shipments shall be prepaid with the expense borne by the contractor. All items shall be shipped FOB Destination, Prepaid and Allowed. The contractor shall be fully responsible for all items while in transit. Any freight claims will be the responsibility of the contractor. Any damaged shipments will be rejected by KCTCS and immediate notification will be given to the contractor.

**X. FOB BASIS OF SHIPMENT – CONTRACTOR RESPONSIBLE**

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

**XI. DAMAGED MATERIALS**

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

**XII. METHOD OF AWARD**

Best Value– Ranking Approach

KCTCS intends to award a Contract to the Bidder, whose offer, conforming to the Solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

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

**Measurable Criteria:**

**Price GROUP 1: 95 Points**

**Highest Average Percentage Discount per line item GROUP 2: 5 Points**

**TOTAL POINTS: 100 Points**

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

**GROUP 1: Price (95 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, 95 points is allocated to the lowest Price criteria for GROUP 1 of the Form of Proposal for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 95 points ( $\$3.00 / \$3.00 = 1.00 \times 95 = 95$ ). Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 71.25 points ( $\$3.00 / \$4.00 = .75 \times 90 = 71.25$ ).

**GROUP 2: Highest Average Percentage Discount (5 points)**

The bidder with the highest average percentage discount receives the maximum score. The bidder with the next highest average percentage discount receives points by dividing the highest average percentage discount by the next highest average percentage discount and multiplying that percentage by the available points. For example, 5 points is allocated to the highest average percentage discount criteria for GROUP 2 of the Form of Proposal for this procurement, Bidder "A" bids 20% as the highest bidder and receives the maximum 5 points ( $20\%/20\% = 1.00 \times 5 = 5$ ). Assume Bidder "B" is the next highest bidder at 15%, then "B" receives 3.75 points ( $15\% / 20\% = .75 \times 5 = 3.75$ ).

The average discount is calculated by adding together the five (5) percentages bid, and then dividing the sum total by five (5) to gain the average. For example, Bidder A bid discounts of 15%, 10%, 0%, 15% 10%. The total for these average percentage discount for Bidder A is 10% ( $15 + 10 + 0 + 15 + 10 = 50 / 5 = 10\%$ ).

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

**METHOD OF BREAKING TIE BIDS:**

Tie low bids on the purchase of commodities 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 be documented listing one or more of the above listed factors.

**XIII. MULTIPLE BIDS**

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

**XIV. REJECTION OF BIDS**

KCTCS reserves the right to reject any and all bids, or any part thereof, or to accept any bid or any part thereof, or waive any informalities or defects in any proposal, as deemed to be in the best interest of KCTCS, when it is in the best interest of KCTCS to do so. KCTCS reserves the right to re-issue or change the Invitation to Bid, and to obtain the services by any other measures.

**XV. CANCELLATION OF BIDS**

KCTCS reserves the right to cancel the bid when it is in the best interest of KCTCS to do so.

**XVI. WARRANTY**

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

**XVII. 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.

**XVIII. COMPLIANCE WITH STATE LAWS**

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

**XIX. ADA COMPLIANCE**

When applicable (e.g. webpages) the Contractor'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.

**XX. KENTUCKY RECIPROCAL PREFERENCE LAWS**

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident Bidder. In evaluating proposals, KCTCS will apply a reciprocal preference against an Bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Bidder 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 for 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 Purchasing, upon request.

**XXI. AUTHORIZATION TO DO BUSINESS IN KENTUCKY**

The Bidder 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 Bidder 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.

**XXII. EXTENSION TO OTHER CAMPUSES & INSTITUTIONS**

The Contractor should be willing to extend the provision of services under the resulting contract to any other 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 then current rates for the specific level of services required.

**XXIII. BID SUBMITTAL**

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

**Bidders shall not submit their standard terms and conditions with bid submission.**

**XXIV. CONTRACT CHANGES**

The contract, and any amendments thereto, awarded through this solicitation shall be managed by KCTCS and any modifications thereto must be mutually agreeable to both parties and executed in writing. Such modification or change of any provision in the resulting contract shall be made between the Contractor and KCTCS Procurement to Payment Services and incorporated as a written amendment to the KCTCS contract on official KCTCS contract letterhead. Local modifications made between Contractor and individual KCTCS colleges shall not be construed as an amendment to the contract and shall not be considered binding.

**XXV. BASIS OF PRICE QUOTATIONS-MANUFACTURERS PUBLISHED PRICE LIST**

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

**XXVI. PRICE INCREASES**

Prices will be based on the manufacturers published price list, and will only be changed as the price list is changed from general distribution. The proposed price changes must be delivered to KCTCS Procurement to Payment Services. Prices will be changed as new manufacturers printed prices are received by KCTCS Procurement to Payment Services and an Amendment to Contract is issued. This will apply to price changes either plus or minus. **ORIGINAL QUOTED DISCOUNTS FROM THE MANUFACTURER'S PRICE LIST WILL NOT BE INCREASED THROUGHOUT THE LIFE OF THE CONTRACT.**

**XXVII. PRICE DECREASES**

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



**XXVIII. SPECIAL PRICES**

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

**XXIX. KENTUCKY SALES AND USE TAXES**

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

**XXX. OVER SHIPMENTS AND INCORRECT MATERIALS**

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

**XXXI. QUANTITIES**

This price contract shall have no guarantee of any specific quantity. KCTCS will be obligated to purchase only that quantity needed during the term of proposed price contracts or any extension.

**XXXII. KENTUCKY SALES AND USE TAXES**

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

**XXXIII. INSPECTION**

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

**XXXIV. COMPLIANCE WITH FEDERAL REQUIREMENTS**

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

- (1) All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- (2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
- (3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant.

**XXXV. 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 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.

**XXXVI. CANCELLATION**

The contracts established from this Invitation to Bid shall be cancelable during its life for mal-performance, non-performance, commodity substitution or other failure to comply with contract terms and conditions on the part of the contractor. Failure to invoice accurately and promptly in accordance with the terms, prices, and conditions of the Price Contract, and failure to meet delivery dates may also be cause for cancellation of contract, removal from

KCTCS bid list, or both. Said contract shall be null and void upon receipt of written notification from the KCTCS Director/Procurement Manager of Procurement to Payment Services Department.

**XXXVII. TERMINATION**

The Kentucky Community and Technical College System reserves the right to terminate the contract upon thirty (30) days written notice to the contractor in whole or in part when it is in the best interest of KCTCS to do so. Termination will be based solely at the discretion of KCTCS.

**XXXVIII. PRICE LISTS**

Successful bidder must include the manufacturer's price list with their bid response to be incorporated into a contract that may be awarded. If requested the successful contractor shall provide additional manufacturer list pricing information any time throughout the duration of any contract awarded, and in either written or electronic form as requested by KCTCS. Original quoted discounts must remain the same throughout the term of any contract awarded.

**XXXIX. ADDITION OR DELETION OF ITEMS OR SERVICES**

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

**XL. BIDDER TERMS & CONDITIONS**

Responses submitted that include any additional bidder terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky shall be rejected. Bidders shall 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.

**XLI. CONTRACTOR REPORTS**

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

**XLII. INSTALLATION**

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

**XLIII. CONTRACT LIMITATIONS**

KCTCS reserves the right to utilize state, GSA, educational cooperatives, or other contracts, and/or to solicit competitive bids for the items covered under this price contract when it is in the best interest of KCTCS to do so. This price contract is not intended to preclude the purchase of similar products when requested by various colleges.

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

**XLIV. 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 orders 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.

**XLV. INVOICING AND PAYMENT PROCEDURES**

Contractor is to submit proper invoices to the address shown on each purchase order. To avoid delay in payment the following items are to be included on each invoice:

- a. Purchase Order Number
- b. Ship-to-Address
- c. Purchase Order Item Number
- d. Catalog Number
- e. Item Cost
- f. Remit-To Address



Payment will be made within 30 days after invoice is received and each shipment is completed. The contractor will be required to include the contract number and purchase order number on the invoice that was assigned when the request for shipment was made. If invoice pricing is not in accordance with the bid/contract amount, this will cause undue delay in payment and may be cause for cancellation of contract.

**XLVI. QUESTIONS, SOLICITATION SOLE POINT OF CONTACT - RESTRICTION ON COMMUNICATION**

**The KCTCS Procurement to Payment Services 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 Services Department may be cause for rejection of bid. This does not preclude bidders who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only.**

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 or fax to:

**Joseph L. Mattingly  
Lead Procurement to Payment Analyst  
Procurement to Payment Services  
300 North Main Street  
Versailles KY 40383  
859-256-3264**

All questions that may arise from this site visit must be presented after the pre-bid conference, directed in writing to KCTCS Procurement to Payment, ATTN: Joe Mattingly, 300 North Main Street, faxed to 859-256-3124 or email (preferred): [joe.mattingly@kctcs.edu](mailto:joe.mattingly@kctcs.edu), **no later than July 12, 2018 @ 4:00pm E.S.T.**

**No questions will be accepted by phone.**

From the issue date of this Invitation until a contractor is selected and the selection is announced, bidders are not allowed to communicate with any KCTCS staff concerning this bid except via written questions submitted to the sole point of contact. This provision does not preclude bidders who presently hold contracts with KCTCS from communicating with KCTCS regarding regular operations required to implement existing contracts.

## FORM OF PROPOSAL

BIDDERS MUST BID ON ALL LINE ITEMS TO BE CONSIDERED FOR AWARD. **NO ALTERNATES PERMITTED**

BIDDER MUST BE AN AUTHORIZED DISTRIBUTOR FOR KENTUCKY. TECHNICAL SPECIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

### GROUP 1 Market Basket Pricing

Quantities/Description

<u>Line</u>	<u>Item #</u>	<u>Description</u>	<u>Extended Cost</u>
1	1993EF	Buckingham Belt  Guaranteed Delivery Date: _____  Make/Model: _____  Warranty: _____	\$
2	3125	Buckingham Climber Pad  Guaranteed Delivery Date: _____  Make/Model: _____  Warranty: _____	\$
3	60092	Buckingham Universal Gaff Guards  Guaranteed Delivery Date: _____  Make/Model: _____  Warranty: _____	
3	41333B3R5S	Buckingham Tool Bag  Guaranteed Delivery Date: _____  Make/Model: _____  Warranty: _____	\$
4	4570B2	Buckingham Black Ditty Bag  Guaranteed Delivery Date: _____  Make/Model: _____  Warranty: _____	\$
5	2649	Buckingham Single Piece Foot Climber Strap  Guaranteed Delivery Date: _____  Make/Model: _____  Warranty: _____	\$

6	488W2	<b>Buckingham Super Squeeze w/woven inner strap for Distribution</b> Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
7	9+R-8	<b>Buckingham Secondary Lanyard</b> Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
8	5299BR	<b>Buckingham Leather Nuts &amp; Bolts Bag</b> Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
9	45333S	<b>Buckingham Heavy Duty Canvas Tool Bag</b> Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
10	42266-BL	<b>Buckingham Black 5pkt tool holster</b> Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
11	386699E	<b>Buckingham 6'6" Pole Strap</b> Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
12	SB94089A	<b>Buckingham Pole Steel Climbers</b> Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
13	6909U	<b>Buckingham Universal Gaff Guards</b> Guaranteed Delivery Date: _____	\$

		Make/Model: _____ Warranty: _____	
14	32021C	Buckingham Pads Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
15	488DWMC	Buckingham Super Squeeze 488DWMC Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
16	70903	Buckingham Skinning Knife Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
17	2402	Buckingham 2402 Handline Hook Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
18	420	Channel Lock 9-1/2" Adjustable Pliers Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
19	812W	Channel Lock 12" Adjustable Wrench Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
20	440	Channel Lock 12IN R/A Teeth T&G Pliers Guaranteed Delivery Date: _____ Make/Model: _____ Warranty: _____	\$
21	D213-9NE	Klien 9" Standard NE-Style Linemans Side-Cut Pliers	\$

		<p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	
22	600-8	<p><b>Klein Shank Length 8" 3/8 head screwdriver</b></p> <p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	\$
23	910-6	<p><b>Klien 6' Folding Fiberglass Ruler</b></p> <p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	\$
24	D2000-9NETH	<p><b>Klein Slide-CTNG Pliers</b></p> <p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	\$
25	1570-3	<p><b>Klien 8" Skinning Knife</b></p> <p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	\$
26	KT223x4	<p><b>Klien 4-in-1 Box Ratchet Wrench</b></p> <p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	\$
27	602-8	<p><b>8" Shank Klein Screwdriver</b></p> <p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	\$
28	809-36MF	<p><b>Klein Lineman Hammer</b></p> <p><b>Guaranteed Delivery Date:</b> _____</p> <p><b>Make/Model:</b> _____</p> <p><b>Warranty:</b> _____</p>	\$

29	910-6	<p><b>Klein Fiberglass Ruler</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p> <p>Warranty: _____</p>	\$
30	KT223X-INS	<p><b>Klein Insulating Box Wrench</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p> <p>Warranty: _____</p>	\$
31	D507-12	<p><b>12" Klein Adjustable Wrench</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p> <p>Warranty: _____</p>	\$
32	2	<p><b>Bashlin Leather Gaff Guards</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p> <p>Warranty: _____</p>	\$
33	475369	<p><b>MSA Full Brim Hard Hat</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p> <p>Warranty: _____</p>	\$
34	S2520SN	<p><b>Pyramex ZTek Tinted Safety Glasses</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p> <p>Warranty: _____</p>	
35	11521	<p><b>Plumb 32 oz Ball-Peen Hammer</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p> <p>Warranty: _____</p>	\$
36	1935	<p><b>Mustang Leather Work Gloves</b></p> <p>Guaranteed Delivery Date: _____</p> <p>Make/Model: _____</p>	

	Warranty: _____	
	<b>GRAND TOTAL FOR ALL ITEMS (INCLUDING FREIGHT)</b>	

**GROUP 2**

**Manufacturer Percentage Discount Pricing**

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

Items contained in GROUP 1 of this bid will not be applicable to the below discounts. All other items from the manufacturer's price list for the brands listed below will be applicable.

Line	Description	% Discount
1.	<b>BUCKINGHAM</b>	
	Dealer Information (if applicable)	
2.	<b>KLEIN TOOLS</b>	
	Dealer Information (if applicable)	
3.	<b>BASHLIN</b>	
	Dealer Information (if applicable)	
4.	<b>CHANNELLOCK</b>	
	Dealer Information (if applicable)	
5.	<b>HUSKIE</b>	
	Dealer Information (if applicable)	

**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

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

College:	System Office - Procure to Pay		
College Contact:	Joe Mattingly	College Contact Email:	joe.mattingly@kctcs.edu
College Contact Ph:	(859) 256-3264	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 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:	
E-mail address -- Please print <b>LEGIBLY</b> -- Required for electronic notification of payment to your bank account.	
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 \_\_\_\_\_