



INVITATION TO BID

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

INVITATION NO.: KCT-01175	RETURN ORIGINAL COPY OF BID TO:
Issue Date: May 17, 2019	KCTCS
Method of Award: Best Value	PROCUREMENT TO PAYMENT DEPT
Procurement Analyst: Vickie Dillon	ATTN: BID # KCT-01175
Email: Vickie.Dillon@kctcs.edu	300 NORTH MAIN STREET
Bids are invited on the following: Landscape & Lawncare Services	VERSAILLES, KY 40383
IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 06/11/19 by 4:00 PM Eastern Daylight 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 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 will result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax. (...continued on following page.....)

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

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

THIS AREA MUST BE COMPLETED

DELIVERY TIME: (Days after receipt of order)	NAME OF COMPANY	PHONE:
BID FIRM THROUGH:	NO. & STREET	FAX:
PAYMENT TERMS: Net 30 days Must Accept PO	CITY, STATE & ZIP CODE	
F.O.B. DESTINATION	SIGNATURE	DATE:
Email		
FEDERAL ID NUMBER (EIN):	TYPED OR PRINTED NAME	

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.

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

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

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

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

NOTICE

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

INSTRUCTIONS TO BIDDERS:

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

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

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

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

METHOD OF AWARD

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid on a Best Value per Group basis. In the event no satisfactory bids are received, we reserve the right to award on a group award basis.

1. Introduction

1.1. Purpose of Procurement

The Office of Procurement to Payment Services issues this Invitation to Bid to establish a contract with a qualified Supplier who will provide lawncare services for the Kentucky Community & Technical College System (KCTCS), 300 North Main Street, Versailles, KY 40383.

1.2. Extension to Other Campuses & Institutions

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

1.3. Background

The Kentucky Community and Technical College System is comprised of 16 colleges with more than 70 locations statewide. KCTCS colleges change lives by providing accessible and affordable education and training through academic and technical associate degrees; diploma and certificate programs in occupational fields; pre-baccalaureate education; adult, continuing and developmental education; customized training for business and industry; and distance learning. For additional information regarding KCTCS please visit our website at: <http://www.kctcs.edu>.

There are no KCTCS classes for students held at this location.

1.4. Overview of the Invitation to Bid Process

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

https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

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

1.5. Schedule of Events

The schedule of events set out herein represents KCTCS’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. After the opening of the Invitation to Bid, KCTCS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation and award on an as needed basis with or without notice.

If applicable, Suppliers are encouraged to visit the specified KCTCS location(s) prior to submitting a bid to inspect the conditions at the site. If the Bid indicates a site visit is being conducted, any Suppliers

Description	Date	Time
Release of Invitation to Bid	05/17/19	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	05/31/19	N/A
Site Visit Location: 300 North Main St., Versailles, KY 40383 (No need to call and schedule. Meet at front lobby at 10am) Attendance is: Optional Site Visit Contact: Keith Channels, 859-256-3203	05/29/19	10:00 AM ET
Bid Opening Date and Time	06/11/19	4:00 p.m. ET

Bid Evaluation Completed (estimated)	Up to 1 week after opening	N/A
Notice of Award (estimated)	Up to 1 week after opening	N/A

1.6. Official Issuing Officer (Buyer)

Vickie Dillon
 Vickie.Dillon@kctcs.edu

2. Instructions to Suppliers

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

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

2.1. General Information and Instructions

2.1.1. Restrictions on Communicating with Staff

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

2.1.2. Submitting Questions

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

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

2.1.3. Attending Bidders Conference

The Bidders conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events". In the event the conference has been identified as mandatory, then a representative of the Supplier must attend the conference in its entirety to be considered eligible for contract award. The Supplier is strongly encouraged to allow ample travel time to ensure arrival to the location prior to the beginning of any mandatory conference. KCTCS reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. Oral Discussions

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any KCTCS employee are not binding on KCTCS.

2.1.5. Right to Request Additional Information

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

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the Invitation to Bid will not be considered. Responses must be complete in all respects, as required in each section of this Invitation to Bid.

2.1.7. Amend and/or Cancel the Invitation to Bid

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

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

2.1.8. Costs for Preparing Responses

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

2.1.9. ADA Guidelines

When applicable (e.g. webpages) the 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.

2.2. Submittal Instructions

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

2.2.1. Invitation to Bid Released

The release of this Bid is formally communicated through the posting of this Bid on the KCTCS website, which is accessible online as follows: https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

2.2.2. Invitation to Bid Review

The Invitation to Bid consists of the following:

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

Please carefully review all information contained in the Bid, including all documents available as attachments or available through links. Any difficulty accessing the Invitation to Bid or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

2.2.3. Submitting a Response

Sealed Bids will be received in the offices of the Procurement to Payment department at the following address:

Kentucky Community and Technical College System
Attn: KCT-01175
300 North Main Street
Versailles, Kentucky 40383

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

3. General Business Requirements

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

3.1. 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.

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3.2. Personal Information Security

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

3.3. Access to Record

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

3.4. Public Information

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

3.5. Governing Law

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

3.6. Standard Insurance and Bonding Requirements

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

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants

- Bodily Injury Liability
- Each Person \$1,000,000
- Each Occurrence \$1,000,000
- Property Damage Liability \$1,000,000
- Products Liability
- Each Person \$1,000,000
- Each Occurrence \$1,000,000
- Automobile Liability
- Bodily Injury
- Each Person \$1,000,000
- Each Occurrence \$1,000,000
- Personal Injury Liability
- Each Person \$1,000,000
- Property Damage Liability \$1,000,000
- Worker's Compensation Statutory
- Employers Liability \$ 500,000

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

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

4. Form of Proposal Factors

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

4.1. Supplier References

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

Name/Address and contact email/Size: _____

Name/Address and contact email/Size: _____

Name/Address and contact email/Size: _____

5. Costs/Pricing

5.1. General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, will be treated as non-responsive and will not be considered for award; and
3. The Supplier is required to provide net prices. In the event there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern;

4. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the Invitation to Bid or contract; and
5. All product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
6. Responses containing prepayment and/or progress payment requirements will be determined non-responsive; and
7. Responses requiring payment from KCTCS in less than thirty (30) days will be considered non-responsive; and
8. KCTCS is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

5.2 Cost Structure

The KCTCS's intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, KCTCS requires that each Supplier's cost be structured as directed in the Invitation to Bid. Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the Invitation to Bid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested will result in the rejection of the Supplier's response.

6. Award

6.1. Method

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

Best Value - Ranking Approach: with the ranking approach, price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the contractor's total score. The contractor with the highest score has the highest ranking. Award is made to the contractor with the highest ranking. If there is only one best value response to the solicitation, the evaluation process will be waived and award will be made to the only responsive, responsible contractor.

6.2. Measurable Criteria

TOTAL POINTS 100 Points

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

Price: 100 Points

Years of Experience

Bidder's responding to this Invitation must have been in the landscaping services business full-time for at least three (3) years. Bidder shall provide a minimum of three (3) references of services performed for facilities of equal to or greater than in size of KCTCS property as described herein. Employees that would be providing the services as a result of a contract in response to this Invitation to Bid must have a minimum of one year experience with the services to be provided.

A minimum of three (3) years providing lawncare service to facilities similar in size and scope as this solicitation is required.

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

6.3. Selection

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

Any contract award resulting from the Invitation to Bid will be made to the lowest, responsive and responsible Supplier meeting all specifications.

6.4. Consideration

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

6.5. Kentucky Reciprocal Preference Laws

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

6.6. Public Award Notice

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

https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

7. Contract Terms and Conditions

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

https://systemoffice.kctcs.edu/vendor_information/general_terms_and_conditions.aspx.

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

7.1. Supplier's Terms & Conditions

Responses submitted that include any additional Supplier terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky will be deemed non-responsive. Suppliers must refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the Supplier's liability to KCTCS on the contract awarded on the basis of such Invitation. Question regarding the terms and conditions of this Invitation to Bid shall be submitted in writing to the Issuing Officer prior to the deadline for submitting written questions as defined by the Section 1.5., Schedule of Events.

7.2. Contract Term

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

7.3. Contract Termination

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

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

with the terms of this contract.

- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

7.4. 90-Day Probationary Period

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

7.5. Contract Assignment

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

7.6. Subcontracting

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

7.7. Additional Related Products/Services

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

7.8. Events Beyond Control

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

8. List of Invitation to Bid Attachments

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

- A. KCTCS Invitation to Bid (this document)
- B. KCTCS Mowing Areas

9. Substitute W-9 / Supplier Onboarding

Substitute W-9 Form

If you are a new Supplier with KCTCS, please register as a Supplier through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment. **New and existing Suppliers, be sure to attach the completed Sub W9 Form below.**

The navigation is as follows:

- Click on the following link https://systemoffice.kctcs.edu/vendor_information/index.aspx
- Select Supplier Registration Portal (left side menu)
- Follow the steps in the instructions and online

If you are an existing Supplier, please include the SubW9 form with your bid proposal.

Purchase Order		Purchase Order Information		<input type="checkbox"/> Check if remit address is same as PO address	
Preferred Method of Receiving Purchase Orders: <input type="radio"/> Email <input checked="" type="radio"/> 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					
Remittance		Remittance Address as it appears on your invoice			
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.

Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)	
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="radio"/> Checking: <input type="radio"/> Savings:	
E-mail address -- Please print LEGIBLY -- Required for electronic notification of payment to your bank account.	
Mark if this is a: <input type="radio"/> Establishment of a new direct deposit <input type="radio"/> Change of existing direct deposit	
Email change only <input type="radio"/> 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

10. Special Terms

10.1. Locations/Times

Approximately 25.2 acres to be covered under contract at the following locations in Versailles, KY 40383:

1. 300 North Main Street
2. Ryley Court
3. Markham Drive

Supplier should do field measurements to verify areas.

Mowing and trimming services shall not be performed while the blue signs are out front. KCTCS business hours are 8:00AM – 4:30PM Monday through Friday. Removal of debris, etc. may be performed on Wednesday, Thursday or Fridays. Supplier is required to sign-in and out each time upon arrival and departure at the front receptionist desk.

10.2. Requirements

Successful Supplier must obtain all required permits, licenses, and insurance and comply with all applicable State, Federal, and local laws, codes, ordinances and regulations while performing work as a result of a contract award. 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.

10.3. Damages

The successful Supplier will be responsible for repair or replacement, at no expense to KCTCS, any damages to roads, streets, sidewalks, curbs, utilities, plant material, lawns and structures caused by work performed under this contract or incidental thereto. Any damage must be immediately reported to KCTCS Facilities Management. Any grass or debris blown on KCTCS vehicles will be considered damages, and will be removed and cleaned at the sole expense of the Supplier immediately.

10.4. Vehicles

No vehicles or heavy equipment will be parked on sidewalks or lawns without prior authorization from KCTCS Facilities Management. No walks, drives or parking areas may be blocked during performance of work.

10.5. 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 KCTCS Facilities Management for approval **prior to use**. Flags denoting the use of pesticides or herbicides must be displayed prominently prior to beginning treatment and removed by Supplier.

10.6. 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 KCTCS Facilities Management 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.

10.7. Materials and Products

A list of all pesticides, herbicides, and chemicals proposed for use must be submitted to KCTCS Facilities Management with response to this Bid. KCTCS reserves the right to disqualify the bid/quote from bidders in violation of this provision.

If the submitted list does not meet the approval of KCTCS Facilities Management, KCTCS reserves the right to disqualify the bid/quote from bidders.

- a. Fertilizers: Lawn Fertilizer: complete fertilizer of neutral pH, granular, with a minimum 50% of the total nitrogen derived from polymer-encapsulated sulfur-coated urea, 32-3-10 ratio or a composition recommended by the soil reports of a qualified soil testing agency.
- b. Soil Amendments: Lime-pelleted agricultural lime. Oxides (burned lime) and hydroxides (hydrated lime) will not be accepted. Sulfur-aluminum sulfate, unadulterated.
- c. Pesticides: EPA registered and approved by KCTCS Facilities Management.
- d. Pre-emergent herbicide: for plant-bed coverage, liquid or granular herbicide containing primarily Trifluralin or approved equal as the active ingredient. For turf areas: liquid or granular herbicide as approved by KCTCS Facilities Management, intended primarily for the control of crabgrass.

- e. Post-emergent herbicide: for plant-bed coverage and spot application on hardscapes; broad-spectrum herbicide containing primarily glyphosate, or approved equal, as the active ingredient. For lawn areas: broadleaf herbicides for lawns shall contain primarily 2,4-d or derivative thereof or approved equal. Grassy weed post-emergent herbicides for lawns shall contain primarily MSMA, DSMA or approved equal.
- f. Insecticides, miticides, fungicides and bactericides: particular pesticide shall be selected and approved by KCTCS Facilities Management on an individual basis.

10.8. Lawn Care

- a. Lawns shall be maintained at an initial height of 2-3 inches, removing no more than 1/3 of the leaf blade with each mowing. Mowing shall begin as soon as turf conditions require mowing. Successful Supplier shall be required to examine the site prior to mowing and remove rocks, trash, limbs or other debris. Grass clippings (with the exception of fall leaf removal) shall be mulched and left to remain evenly distributed in the turf without clumping.
- b. Lawns shall be maintained at a height of 2 ½ -3 ½ inches. Lawns shall be maintained at a height of 3-4 inches during drought periods.
- c. Turf shall be mowed with sharp mulching blade, well maintained rotary equipment that will provide a clean cut of the grass blades without tearing. Care shall be taken to avoid damage to turf, including scalping, rutting, and chemical burns. Where possible, alternate the direction of mowing with each site visit.
- d. Turf must be maintained at the first clear weather opportunity in the event of delays due to inclement weather. Excessive amounts of accumulated grass clippings may require removal of clippings or repeated mowing within a forty-eight (48) hour period.
- e. All turf edges adjacent to ground level hard surfaces shall be trimmed at a 90 degree angle. Edging operations should not expose the soil adjacent to these pavements.
- f. All walkways, driveways, patios, building walls, windows and window wells shall be kept free of leaves and grass clippings upon completion of work.
- g. No mowing will be permitted during mid-day when the air temperature is at or above 90 degrees F.
- h. Turf shall not be mowed when wet to cause poor distribution of grass clippings or compaction of soil or possible slippage of a mower.
- i. String trimmers shall be kept a minimum of 18 inches away from all woody plant material.
- j. Turf at the base of fences shall be kept neatly trimmed no taller than the surrounding turf. Vines and other vegetation shall not be permitted to grow on or through the fence. Broad-spectrum herbicide may be used at the base of the chain link fences in a band no wider than a four-inch total width.
- k. No riding mowers are allowed within 10' of the building – this area must be mowed with a hand mower only. Extra care shall be taken around the gas building in the front of the building on Ryley Court.

10.9. Leaf and Debris Removal

- a. Fallen leaves shall be mowed and mulched into the lawn continuously until the time that clippings are no longer being assimilated into the lawn 24 hours after mowing and mulching, or are distributed unevenly over the turf immediately after mowing. At this time, leaves shall be collected from the site and legally disposed of. Remove and dispose of accumulated leaves and debris from curbs. Do not burn leaves in lieu of removal.
- b. Remove trash and fallen limbs from site on a weekly basis, including accumulated debris from curbs and pavements. Inspect the site and remove debris immediately following stormy weather conditions. Collect and remove fallen leaves, trash, or other debris from all mulched areas and adjacent window wells in any season they accumulate. Gravel, concrete and asphalt pavements shall be maintained free of weeds and leaf debris.

10.10. Herbicide

- a. Provide one application of pre-emergent crabgrass control at the optimum time between March 1 and April 15. Should weather prohibit application between these dates and crabgrass has not visibly germinated application dates may be extended to May 15. Apply according to manufacturers' recommended label rates.
- b. Provide one application of post-emergent grassy weed control at the optimum time between June 1 and August 1. When using MSMA or DSMA, make two applications 7 to 10 days apart according to manufacturers' recommended label rates. Do not apply when temperature exceeds 80 degrees Fahrenheit or when turf is drought stressed. Provide one repeat application if first application is insufficient for control.
- c. Provide one application of post-emergent broadleaf weed control at the optimum time between September 15 and November 15. Apply according to manufacturers' recommended label rates. Do not apply ester formulations of broadleaf weed control when temperature exceeds 70 degrees Fahrenheit or when turf is drought stressed.
- d. Any and all applications require a 24-hour notice by email to KCTCS Facilities Management as well as flags displayed prior to applications. Insufficient notice beforehand will result in non-monthly payment to Supplier by KCTCS.

10.11. Shrub Maintenance

- a. Pruning Shrubs: Examine shrubs carefully before pruning. Anticipate future form and function of individual shrubs, groups of shrubs, or hedges. Determine the objectives of pruning operations in regards to varieties growth habit, plant structure, health, design intent, and aesthetics. Where space and design intent allows, maintain shrubs to preserve their natural character.
- b. Remove dead, diseased, or damaged branches.
- c. Shorten or remove branches to prevent current or future growth from overhanging pedestrian walkways or vehicular use areas.
- d. With the exception of the maintenance of hedges, trim shrubs using a hand pruner to facilitate the preservation of the natural characteristics of the plants.
- e. Shorten or remove one- to two-year-old branches as needed to control the size or shape of shrubs to maintain the proper scale to the environment, to fulfill the design intent of the plantings, or to maintain sight clearance for the movement of vehicles.
- f. Branches and debris shall be removed promptly from pavements or pathways, and work areas kept safe and free of public hazards.
- g. Knock out roses are to be trimmed and dead headed as needed.

10.12. Plant Bed Maintenance

- a. Form and protect edges of plant beds adjacent to turf or pavements. Where no edging material exists, a natural edge shall be formed and protected during maintenance operations. Natural edge shall consist of a wedge shaped void between turf or pavements and plant-beds.
- b. Cut a crisp, clean natural edge with consistent curvature to a depth of 3 inches where turf or pavement adjoins mulched areas and taper up on a 33% slope to the finished grade of the plant-bed.
- c. Cut natural edges to required depth before application of mulch.
- d. Do not include individual mulched tree-rings in edging operations.
- e. Edge all other plant-beds including trees, shrubs, or herbaceous perennials.
- f. All flower pots will be maintained.

10.13. Trimming Ground Cover Plants

- a. Ground cover plants shall be maintained within plant-bed edges. Stems or foliage extending beyond edges shall be trimmed to preserve the natural character of the plant.

10.14. Removal of Dead Plants

- a. Notify KCTCS Facilities Management of any plants in poor condition requiring removal. After receiving approval from KCTCS Facilities Management, completely remove shoots, crowns, and stumps of any plant material up to 9 feet tall that is determined to be dead on the grounds. Treat disturbed areas with pre-emergent herbicide and cover with mulch to match existing mulch material.

10.15. Herbaceous Perennials

- a. Trim and remove stems and foliage in the season appropriate for each plant variety. All daylilies dead stalks will be removed as needed.

10.16. Mulching

- a. Use only Black Ground Mulch.
- b. 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 a minimum of 2 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.
- c. Apply mulch to individual trees with a clear trunk in a minimum radius of 18 inches from the trunk.

10.17. Fertilization

- a. Fertilize all non-turf, in-ground plant material on site in accordance with ANSI A300 (Part 2)--1998.
- b. Provide and apply complete fertilizer with 3-1-1 ratio by broadcasting over the mulched areas around all woody and herbaceous plants at the rate of two pounds of actual nitrogen per 1000 square feet.
- c. Do not place fertilizer in contact with plant stems or crowns.
- d. Do not make fertilizer applications between June 15 and October 15.

10.18. Soil pH Balance

- a. Provide and apply sulfur to mulched plant beds by broadcasting over the mulched areas around all woody and herbaceous plants at a rate of 2 pounds per 100 square feet.
- b. Do not place sulfur in direct contact with plant stems or crowns.
- c. Do not apply sulfur to individual trees in lawn that are not associated with a larger mulched plant-bed.
- d. Do not apply sulfur to plant-beds containing only Taxus.
- e. Make sulfur applications before refurbishing mulch in plant beds.
- f. Make sulfur applications only to areas indicated below.

10.19. Weed Control

- a. Maintain weed-free plant beds, tree saucers, curbs, and pavements. Wear appropriate protective equipment when handling pesticides.
- b. Apply broad-spectrum post-emergent herbicide in spot applications to herbaceous weeds.
- c. Remove weed vegetation after total kill is achieved.
- d. Undercut the root systems of woody weeds 6 inches below the crown and remove immediately.
- e. Apply pre-emergent herbicide to weeded areas twice per calendar year on the following schedule: March 1 through April 15, one application; August 15 through September 30, one application.
- f. Do not overlap coverage of broad-spectrum pre-emergent herbicide into lawn areas.
- g. Apply only non-Restricted Use, EPA registered pesticides, unless specifically approved by KCTCS Facilities Management.

10.20. Disease and Insect Control for Shrubs

- a. Pesticides shall be applied only as directed by KCTCS Facilities Management to control or prevent damaging populations of insects, mites, or diseases among trees unless noted otherwise.
- b. Submit Material Safety Data Sheets to KCTCS Facilities Management before application of pesticides.
- c. Supplier shall examine plants throughout the contract period and notify KCTCS Facilities Management of any existing, anticipated, or suspected pest problem in the landscape.
- d. Ineffective control, damage, injury, or death to plants, animals, or persons resulting from the use of pesticides shall be considered the responsibility of the Supplier.
- e. Equipment shall deliver pesticide in a manner that provides complete and thorough coverage to all infested portions of the plant.
- f. Pesticide applications shall be carried out under conditions that do not create a hazard to persons, plants, or property, or that make applications ineffective. Special consideration shall be given to spray drift to unintended targets, accessibility of the public to concentrated forms of pesticide, and forecast of precipitation.
- g. Sprayed pesticides shall not be applied when air temperatures will drop below 35 degrees Fahrenheit or rise above 85 degrees Fahrenheit within 48 hours of application.
- h. Applications for scale control shall be made by timing applications to coincide with crawler activity.

10.21. 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. Supplier may not use the on-site dumpster; anything found in the dumpster will be billed to the Supplier.

10.22. Existing Conditions

Successful Supplier will be responsible for existing conditions and verification of acreage to be landscaped. KCTCS will not pay additional costs for conditions that could have been foreseen during a site visit.

10.23. Quotes

KCTCS may take quotes from the Supplier for any dead or new items KCTCS deems necessary to replace or purchase. However KCTCS may also receive bids from other suppliers.

10.24. Invoices

Invoices shall be prepared and transmitted on a monthly basis to KCTCS Facilities Management. Supplier/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.

10.25. Correction of Work

- a. The successful Supplier shall promptly correct work that is rejected by KCTCS Facilities Management as failing to conform to the requirement of the contract.
- b. 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.
- c. If the successful Supplier fails to correct nonconforming work within a reasonable time, KCTCS Facilities Management 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, KCTCS Facilities Management may, without prejudice to any other remedies it may have, proceed to correct the non-conforming work.
- d. An equitable deduction from the contract sum will be made to cover the cost of correcting the work.

10.26. Response Time

The successful Supplier will be required to respond to call back situations (unacceptable or incomplete work, etc.) within twenty-four (24) hours after notification. Vendor notifications may be made by KCTCS Facilities Management via phone or by fax. KCTCS Facilities Management may at any time inspect the grounds to ensure all requirements of the work performed under a resulting contract are met.

10.27. Safety of Persons and Property

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

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

10.28. Basis of Price Quotations

The cost of the services to be provided shall be established based on a monthly amount total in accordance with the specifications listed in this Invitation to Bid including but not limited to the cost for all fertilizer, herbicide, mulch, pesticides, licenses, permits. The Supplier will include in this rate the following factors: Payroll cost and taxes (unemployment and social security), Workman's Compensation, comprehensive liability, bonding, recruiting, training, uniforms, supplies and equipment, direct supervision, pension and fringe benefits, holidays, illness, other absences, vacations, hospitalization, premium wages, overtime.

The price quoted in this Invitation to Bid shall remain firm for the initial contract period. After this time price is subject to revision which may be either an increase or decrease. Said revision may be requested by either of the contracting parties at renewal time only and must be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify the requesting party of a decision within thirty (30) days after receipt of the request or satisfactory supporting documentation whichever occurs later. In the event the requesting revision is refused, the requesting party shall have the right to withdraw from the contract, without prejudice, provided the Supplier continue service at the contract price in effect, until a new contract can be established (usually about sixty (60) days).

10.29. Service Performance

All services performed under the contract will be in a workman like manner in accordance with the terms and provisions of the contract. It will be the responsibility of the KCTCS Facilities Management to ensure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of KCTCS Facilities Management and KCTCS Procurement to Payment.

Problems that may arise should be resolved between the Supplier and KCTCS Facilities Management. If such problems and/or disagreements cannot be resolved, they should be referred by either party to the Director of KCTCS Procurement to Payment for settlement. The final authority for resolution of contract disputes is the Director of Procurement to Payment in accordance with KCTCS General Terms and Conditions.

10.30. Product List

List all pesticides, herbicides & chemicals to be used during term of contract:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

11. Form of Proposal

The Supplier agrees to furnish all labor, materials, supplies and services required for fulfilling the obligations of Landscape/Lawn Care Services at the KCTCS System Office Versailles, KY, 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: _____ **x 12 = \$** _____

Years in Business _____

NOTE: This information will be verified by the Secretary of State.

12. Supplier Checklist

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 : Per Section 7.7.1. Supplier did <u>not</u> include their own terms and conditions
YES	NO : Section 10, Form of Proposal completed in its entirety – no incomplete sections
YES	NO : Section 11, Substitute W-9 completed
YES	NO : Supplier meets all requirements throughout the Invitation to Bid