



INVITATION TO BID

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

INVITATION NO.: KCT-01181 Issue Date: April 17, 2019 Method of Award: Best Value PtoP Analyst: Vickie Dillon Email: Vickie.Dillon@kctcs.edu	RETURN ORIGINAL COPY OF BID TO: KCTCS PROCUREMENT TO PAYMENT ATTN: BID #KCT-01181 300 NORTH MAIN STREET VERSAILLES, KY 40383
Bids are invited on the following: Unarmed Security Guard Services	
IMPORTANT: SEALED BIDS MUST BE RECEIVED BY May 10, 2019 by 4:00 PM EDT	

1. Sealed Bids for furnishing the following will be received by the Procurement to Payment Services Department, KCTCS, Versailles, Kentucky, until the date and time stated above. **Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope**
FACSIMILE BIDS WILL NOT BE ACCEPTED.
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. 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 Do Not Quote Sales Tax.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:	NAME OF COMPANY	PHONE:
BID FIRM THROUGH: 90 Days	NO. & STREET	FAX:
PAYMENT TERMS: NET 30 Must Accept Purchase Order	CITY, STATE & ZIP CODE	
F.O.B. DELIVERED ALL DELIVERY CHARGES INCLUDED IN PRICES SHOWN	SIGNATURE	DATE:
FEDERAL ID NUMBER (EIN):	TYPED OR PRINTED NAME	
	EMAIL:	

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 Procurement to Payment Services Department at 859-256-3264.

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.
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 bid 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 \$25.00 to KCTCS.

Bid Submission Checklist:	
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: Site Visit completed
YES	NO: Form Of Proposal completed
YES	NO: Bidder meets minimum years in business requirement
YES	NO: Substitute W-9 completed or Supplier Onboarding Portal completed
YES	NO: All Addenda signed & included with bid (if applicable)
YES	NO: Required References listed
YES	NO: Bidder meets all requirements throughout the Invitation to Bid

Important Dates (subject to change per applicable Addenda):

April 26, 2019, 4:00 PM EST

Deadline to conduct site visit.

April 30, 2019

Deadline to submit questions. All questions must be emailed to Vickie.Dillon@kctcs.edu.

Addenda may be posted to KCTCS Opportunities to Bid website: https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx
Bidders are responsible to check website and obtain and additional addenda documents posted to this site.

May 10, 2019, 4:00 PM EST

Deadline to submit bids.

1. Scope

You are invited to establish a price contract to provide unarmed Security Guard Services at Gateway Community and Technical College to protect faculty, staff, students, buildings, grounds, and vehicles against theft, vandalism and unauthorized trespassers. The staffing will comprise of 1 officer at each of our 4 locations, working the below scheduled shifts.

Current locations include the following:

Boone Campus

500 Technology Way
Florence, KY 41042

Monday-Friday

- One day shift officer from 7 a. m. to 3 p.m. Monday through Friday

Saturday

- One day shift officer from 7 a.m. to 5 p.m.

Edgewood Campus

790 Thomas More Parkway
Edgewood, KY 41017

Monday – Friday

- One day shift officer from 7a.m. to 3 p.m.
- One evening shift officer from 3 p.m. to 10 p.m.

Metro Urban Campus

516 Madison Avenue
Covington, KY 41011

Monday-Friday

- One day shift officer from 7 a. m. to 3 p.m. Monday through Friday
- One evening shift officer from 3 p.m. to closing at 10 p.m. Monday through Friday
- Sunday- Saturday: As needed for special events.

Transportation Technology Center

1051 Dudley Pike
Fort Wright, KY 41011

- One day shift officer from 7 a. m. to 3 p.m. Monday through Thursday
- One day shift officer from 7 a. m. to 5 p.m. on Friday

Additional Services being requested:

- Traffic control may be required for special functions.

NOTE: Gateway Community and Technical College reserves the right to adjust the number of guards required and the hours of coverage required as necessary. The College will provide the Successful Contractor with twenty-four (24) notice if additional guards are required or if the coverage times will need to be adjusted.

- Guards are expected to patrol buildings, building grounds, storage buildings and parking lots.
- Guards shall be onsite at all times during their shift.
- Daily activity reports/journals, incident reports, including written notifications of Security and safety deficiencies shall be provided to the Gateway Community and Technical College Safety and Security Manager PRIOR to the end of shift.
- Guards must have a minimum of two (2) years Security experience (this requirement will be waived if the contractor can prove with documentation that proper training has been provided with the sole discretion of GCTC's approval). Security experience may be with the Successful Contractor, prior law enforcement, Security or military experience.
- All guards shall report to a supervisor provided by the Successful Contractor (only one supervisor required over all four campuses) and will be under operational control of the Director of Security.
- Guards may perform other related duties as assigned.

2. Responsibilities of Parties

CONTRACTOR:

- The successful contractor must meet the licensing requirements of the respective city and county in which the Security guard services will be rendered along with the requirements of the Commonwealth of Kentucky. Proof of valid licenses must be provided with the bid response.
- Guards must be in good health, capable of performing required duties, and be at least 21 years of age. Individuals are required to be certified in CPR and use of a defibrillator. Proof of a valid CPR/defibrillator certification for assigned individuals must be submitted to GCTC prior to the beginning of the contract and for new individuals that may be assigned to this contract. If successful bidder hires new Security officers after contract begins, contractor must provide proof of certification within 6 months of employment for this assignment.
- Guards are to have a valid state license.
- Guards should have some ability with computers to monitor Security cameras on campus during the shifts.
- Guards should not be required to work in excess of 12 hours per day or for an extended period unless an emergency situation exists and is approved by the Director of Security
- Guards are required to be paid an hourly rate.
- The successful contractor shall be responsible for the safety of furnished personnel on duty and shall assume all liability for their acts.
- The successful Contractor will be required to respond to all emergencies, call outs, and no-shows within thirty (30) minutes maximum of occurrence.
- The successful Contractor will be required to provide a procedure manual prior to an award of a contract, which must be approved by KCTCS System Office Director of Safety & Emergency Services before Security services are performed.
- The successful contractor shall furnish to its employees all mutually agreed upon uniforms and accessories at no cost to KCTCS.
- Successful contractor to provide a marked Security vehicle (no preference for type of vehicle; however, vehicle must be street legal, marked appropriately, and have proper insurance coverage) with appropriate safety equipment included (fire extinguisher, triangles or three (3) cones, spare fuses, flashlight, and first aid kit), at no cost to KCTCS. Vehicle must not be personally owned by an assigned guard. DOT requires commercial vehicles to be equipped with above mentioned items.
- Guards shall wear uniforms and be neatly dressed at all times.

- Guards shall patrol the grounds and buildings hourly as arranged and will be required to scan the Security badge at all Security checkpoints in the building.
- Guards on duty shall not engage in any activities that interfere with their primary responsibility, Security of the facilities.
- The successful Contractor shall be responsible for the Security of all keys, Security badges provided by KCTCS. Loss of keys or Security badges by the Security guard shall result in re-coring of affected doors. The cost of this re-coring any related costs will be the responsibility of the contractor. Also, the contractor will be responsible for the monitoring of the camera Security system. Security staff will be required to have minimal computer skills for this system.
- The contractor will be responsible for the safe operation of any Security vehicles and will be responsible for any accidents or damages resulting from negligent operation by contractor's personnel.
- No guard is to use KCTCS computer services for personal use. This includes personal email, internet use, etc.
- The successful Contractor must abide by KCTCS Tobacco Free Policy and Core Values and Ethical Conduct Policy.
- As a condition of this Request, Bidder must have a minimum of five (5) years overall experience providing unarmed Security guard services. One (1) year of providing unarmed Security guard services at a post-secondary institution is desired. Bidder will be required to submit sufficient experience and financial information, such as articles of incorporation, financial statements, and Dunn & Bradstreet ratings if required to allow KCTCS to evaluate the bidder's ability to meet the responsibilities of the contract.
- Successful Contractor must ensure that copies of insurance, licenses, certificates, and permits for Security guards are on file with GCTC.
- Successful Contractor will be responsible for individual qualifications and all fees that may be required.
- Successful Contractor must provide a supervisor for the guard(s) assigned to the campus who will be responsible for ensuring that the guards report in accordance with the schedule as established by the College. The reporting of the guards to work should be verified daily by the Contractor. This supervisor must be available to meet as required with the Gateway Community and Technical College designee regarding the operations of the Security services being performed. The supervisor shall be in contact with the GCTC Director of Security to receive updates on coverage and special events that will be conveyed to the guards.
- Successful Contractor will ensure a daily log of events is recorded. Information with detailed remarks including date and time are to be recorded and shall include any unusual occurrences or suspicious behavior. The daily log will become the property of GCTC KCTCS.
- Contractor's employees are required to have a current employee background check on file with the successful contractor. If guards are residents of other states, then a background check from the state in which the guard resides must be submitted. Guards may have no convictions of a felonious crime. Proof of a current employee background check for assigned individuals must be submitted to GCTC prior to the beginning of the contract and for new individuals that may be assigned to this contract. ACT The supervisor shall be in contact with the GCTC Director of Security to receive updates on coverage and special events that will be conveyed to the guards. C reserves the right to conduct his or her own background check for any individual assigned to this contract. GCTC must approve all employees.
- The successful contractor is required to provide fill-in personnel in situations whereby the GUARDS are absent due to illness or planned vacation leaves. For absences due to illness, contractor will call the GCTC Director of Security two (2) hours ahead of the employee's start time. For planned vacation leaves, contractor will inform GCTC's Director of Security no later than one (1) week prior to the date of the leave.
- No individual will be apprehended and placed under arrest unless the guard involved is commissioned or otherwise appointed or elected with the authority to make such an arrest and then only upon a legal warrant or arrest, upon having legal probable cause, personally having witnessed a crime or violation of one being committed, and then only in accordance with the Kentucky Penal Code, KRS Chapter 503, "General Principles of Justification". Any Security guard disregarding or violating these instructions must do so as a private individual and not as a representative of GCTC. In the event of and under any circumstances where a Security guard functioning under a resulting contract does not have power of arrest, it is the responsibility of the successful Contractor to inform such Security personnel of their limited legal operational status.
- Problems arising on campus, such as fire alarms, burglar alarms, altercations, accidents, Security breaches, thefts, trespassing, vandalism, unauthorized entry, suspected crimes or suspicious persons, and obvious safety hazards or mechanical failures shall be reported immediately to designated College Officials and the local Police or Fire Departments, as appropriate.
- The successful Contractor shall be responsible for adequate on-site training, supervision and instruction of all Contractor furnished Security guards no later than twenty-four (24) hours before guard begins duty. The

successful contractor must provide on-site training with the assistance of GCTC so that new guards may become familiar with the multiple campus buildings and grounds and required duties. Training must include Minger/Clery Act information and the reporting requirements. Documentation of adequate annual training must be provided twenty-four (24) hours before guard begins duty.

- Successful Contractor must have a call center capable of receiving calls for service and dispatching guards by way of radio or telephone.
- Guards must be able to maintain communication with appropriate personnel utilizing equipment such as two-way radios and telephones.
- Contractor furnished employees shall maintain positive public relations by responding to routine inquiries from employees, students, and visitors, including requests for crime prevention information and performing escorts.
- Alcohol or intoxicants of any kind, including prescribed drugs that could impede performance, are prohibited to be consumed while on duty. Successful Contractor will be required to replace any guard found in violation of these restrictions immediately upon notification from the College.
- Guards performing services under a resulting contract are prohibited from accepting gratuities of any kind and from any source.
- All contractor furnished personnel shall be expected to be professional in their demeanor at all times. They shall be required to adhere to the KCTCS Policy on Sexual Harassment and behave in an ethical manner at all times.
- Successful Contractor will be required to immediately replace any guard found to be in violation of any of the above or upon request from the College.

GATEWAY COMMUNITY AND TECHNICAL COLLEGE:

- KCTCS reserves the right to require updated training and reporting at any time in order to be in compliance with the Clery Act as guards will be considered, Campus Security Authorities by Federal law. Training and reporting standards may be provided by KCTCS to meet this requirement.
- The KCTCS Facilities Management Office shall designate a representative who shall, within reason, be available at any time for consultation and liaison.
- The KCTCS Facilities Management Office will provide a list of officials to be contacted in the event problems arise on campus.
- The KCTCS Facilities Management Office will provide the keys, Security badges or other access methods required by the Security guards.
- One (1) telephone will be available for use by the Security guards to make official calls only.
- The KCTCS Facilities Management Office will provide the Security guards with any temporary or permanent list of personnel who are authorized access to the buildings during non-working hours, general building information to include turning on lights after hours, Security access, etc.
- Contractor personnel may park their vehicles in KCTCS facility parking lots while on duty.
- College will provide three (3) cell phones (one at each campus) and five (5) 2-way radios. These are low-powered radios that will allow communication around the campus Main Office and with the Maintenance & Operations employees.
- The College will provide twenty-four (24) hour advance notification to the successful Contractor of any changes in Security requirements.
- Vehicles will NOT be provided for guard services for normal duties. Security carts may be made available for special events, emergencies or as necessary to enhance Security responses

3. 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.

Gateway Community and Technical College (GCTC) is a two-year college that's been serving the Northern Kentucky area since 2003. As a part of Kentucky Community & Technical College System, GCTC provides people in the Kentucky, Ohio, Indiana tri-state area with lifelong learning experiences and cultural programs by offering:

University Parallel Programs for Transfer to four-year institutions
Career Programs for advancement in many professional and technical fields
Response to the needs of local business and industry for state-of-the-art workforce training.

For more information about Gateway Community and Technical College visit <http://gateway.kctcs.edu>.

4. General

The resulting contract between KCTCS and the successful bidder shall consist of (1) the Invitation to Bid and any Addenda thereto, and (2) the contractor's Bid submission in response to the Invitation. 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 Bid will govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language will 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 will govern in case of conflict with the applicable requirements stated in the Bid or the Contractor's submission. In all other matters not affected by the written clarification, if any, the Bid will govern.

5. Site Visit

A mandatory site visit of the GCTC facility must be completed by April 26 2019, 4:00 EST. This site visit is to inform potential bidders as to all general and local conditions that may affect the cost of performance of a contract/order that may be awarded; to the extent such information is reasonably obtainable. All questions that arise from this site visit must be directed in writing to the KCTCS Procurement to Payment Department. 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 or official are not binding on the Kentucky Community and Technical College System or its constitutional agencies/colleges.

Visits can be set up by contacting the college representative listed below. The college will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit. All other questions must be submitted in writing to Vickie.Dillon@kctcs.edu.

Tim Chesser
Tim.Chesser@kctcs.edu
(859) 442-4129

6. Contract Period

The successful bidder shall be responsible and prepared to begin the contract on July 1, 2019.

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

7. Contract Modifications

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.

8. Post Contract Agreements

The resulting contract and/or 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.

9. Basis of Price Quotations

The cost of this Security service shall be established on an hourly rate per person. The contractor 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 and equipment, direct supervision, pension and fringe benefits, holidays, illness, other absences, vacations, hospitalization, premium wages, and 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 based on industry wide price changes. 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 Contractor continue service at the contract price in effect, until a new contract can be established (usually about sixty (60) days).

10. Amendments

KCTCS reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The contractor will be advised of any proposed revisions prior to the renewal period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the contract for an extended period.

11. Additional Related Products or Services

KCTCS Procurement to Payment Services reserves the right to add additional related services and/or college locations/campuses based on the original bid. Upon mutual consent of KCTCS and the Contractor on pricing, performance, etc., said additional services may be added to the contract and subject to terms and conditions substantially the same as those in the resulting (except pricing may be negotiated based on specific services required). An amendment to the contract will be issued by KCTCS Procurement to Payment Services to effect this change.

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

12. Extension to Other Campuses & Institutions

The successful contractor should be willing to extend the provision of services under the resulting contract to any other campus and public institution of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on the specific services required.

13. Addenda & Amendments to Invitation to Bid

If in the event it is necessary to revise any part of the Invitation to Bid after initial posting, revisions will be delivered to all who received the initial bid or who has initiated interest in the bid. Receipt of an Addendum to a solicitation by a Contractor must be acknowledged by signing and returning the Addendum. Such acknowledgment must be received before a contract is awarded.

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

14. Method of Award

Best Value– Ranking Approach

KCTCS intends to award a Contract to the Bidder, whose bid, 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 Contractor in response to the established measurable criteria contained in the Solicitation.

Measurable Criteria:**Price: 70 points****Mileage Rates: 10 points****Experience in Security Services: 10 points (minimum of 5 years of experience required)****Security Experience within Higher Education Institutions: 10 points****TOTAL POINTS 100 Points**

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

Price (70 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, 80 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 70 points ($\$3.00 / \$3.00 = 1.00 \times 70 = 70$ points). Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 52.5 points ($\$3.00 / \$4.00 = .75 \times 70 = 52.5$).

Mileage Rates (10 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, 10 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$.40 as the lowest bidder and receives the maximum 10 points ($\$.40 / \$.40 = 1.00 \times 10 = 10$ points). Assume Bidder "B" is the next lowest bidder at \$.50, then "B" receives 8 points ($\$.40 / \$.50 = .8 \times 10 = 8$).

Experience in Security Services (10 points)

The bidder with the most experience receives the maximum score A Minimum of five (5) Years professional Security experience is required. Other bidders receive points by dividing their number of years in business by that number submitted by the highest ranked bidder, then multiplying the resultant percentage by the number of available points. For example: Vendor "A" has been in the required business for 20 years, ($20/20 = 1.00 \times 10 = 10$ points). Assume Bidder "B" has the next highest number of years in business at 19 years, then "B" receives 9.5 points ($19/20 = .95 \times 10 = 9.5$). Proof of this experience must be provided with your response to this bid. Proof will be verified with the Secretary of State.

Experience within Higher Education (10 points)

The bidder with the most experience receives the maximum score A Minimum of one (1) Year professional Security experience within higher education institutions is desired. Other bidders receive points by dividing their number of years in business by that number submitted by the highest ranked bidder, then multiplying the resultant percentage by the number of available points. For example: Vendor "A" has been in the required business for 15 years, ($15/15 = 1.00 \times 10 = 10$ points). Assume Bidder "B" has the next highest number of years in business at 12 years, then "B" receives 8 points ($12/15 = .80 \times 10 = 8$). Proof and references at post-secondary institutions must be provided with your bid response.

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. Contractor who has performed satisfactorily in the past over contractor 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.

15. Kentucky Reciprocal Preference Law

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 bids, KCTCS will apply a reciprocal preference against a Bidder submitting a bid from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and non-residency 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 Procurement to Payment Services, upon request.

16. 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.

17. 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

18. Compliance with State Laws

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 Acceptable Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

19. 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 Acceptable Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

20. 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.

21. Service Performance

All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to ensure that such services rendered are performed and acceptable.

Major deviations of services performed will not be made without the written approval of the Procurement to Payment Services Department, KCTCS. Problems that arise under any aspect of performance should first be resolved between KCTCS Facilities Management and the Contractor. If such problems and/or disagreements cannot be so resolved they should be referred to the Procurement to Payment Services, KCTCS for settlement by either party in writing.

22. Previous Contractor Performance

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

23. Audit

KCTCS reserves the right to audit the contractor relative to its ability to perform the required services.

24. 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.

25. Invoicing and Payment Procedures

Invoices shall be prepared and transmitted on a monthly basis (or upon completion of delivery of goods/services) to the address below. One copy shall be marked "original" unless otherwise specified.

To avoid delay in payment, the following items are to be included on each invoice:

- Contractor name
- Ship to address
- Remit to address
- Phone number
- Contract Number (if applicable)
- PO (if applicable)
- Description of services
- Contract prices, and extended totals

Send invoices to:
Gateway Community and Technical College
Attn: Tim Chesser
790 Thomas More Parkway

Edgewood, KY 41017

Payment shall be made within thirty (30) days after receipt of invoice and each shipment is completed, except when Business Affairs has transmitted a rejection notice to the contractor. 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.

26. Bid Submittal

Bids must be received no later than the date and time shown 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.

27. Multiple Bids

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

28. Rejection of Bids

KCTCS Procurement to Payment Services reserves the right to reject any and all bids when it is in the best interest of KCTCS to do so.

29. Cancellation of Bids

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

30. Workers' Compensation Insurance and Unemployment Insurance

KRS 45A.480 requires the Contractor/Contract Holder providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to workers' compensation insurance and unemployment insurance. This statute requires the Contractor or Contract Holder to provide the Commonwealth with an affidavit. The affidavit shall state that all contractors and subcontractors employed, or to be employed in connection with this contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341). An affidavit form is included with this Invitation to Bid.

31. 90-Day Probationary Period

The successful contractor 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 will be cause for cancellation.

32. Insurance

Before the contractor becomes entitled to any rights under this contract and prior to taking any action under this contract, Contractor shall have a certificate of Insurance for Contractor's in-force insurance issued to the Kentucky Community & Technical College System for the following policies and limits. Insurances have been included as part of this Invitation to cover bank runs.

Public Liability -Comprehensive General Owners, Landlords and Tenants

- General Liability
 - Each Occurrence \$1,000,000
 - General Aggregate \$5,000,000
 - Property Damage Liability \$1,000,000
- Umbrella Liability
 - Each Occurrence \$4,000,000
 - General Aggregate \$4,000,000
 - On a primary non-contributory basis
- Products Liability
 - Each Person \$1,000,000
 - Each Occurrence \$1,000,000
- Automobile Liability*
 - Combined Single Limit Each Accident \$1,000,000
- 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
- Waiver of subrogation endorsed on the General Liability, Automotive Liability, and Umbrella Liability

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Worker’s Compensation) shall name Gateway Community and Technical College, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to KCTCS before cancellation, reduction or other modification of coverage.

33. Subcontracting

No part of the operation may be subcontracted without prior approval of the authorized personnel of the Community College and KCTCS Procurement to Payment, or unless approved prior to the award of the contract.

34. Contract Assignment

The contractor 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 the Community College and KCTCS Procurement to Payment. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

35. Damages

The successful Contractor will be responsible for repair or replacement, at no expense to the College, any damage to GCTC property caused by work performed under this contract due to negligence of Contractor or Contractor’s employees. Any damage must be immediately reported to Business Affairs.

The College is not responsible for damage or loss to the contractor’s equipment or inventory due to vandalism, robbery, or any other action or cause.

36. Cancellation or Termination of Contract

The contract(s) 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.

The Kentucky Community and Technical College System reserves the right to terminate, without cause, 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.

The contractor may cancel the contract for a properly documented and justifiable reason with ninety (90) days written notice to the authorized personnel of the College and KCTCS Procurement to Payment. Approval must be received in writing at which time the contractor must remove all equipment and inventory belonging to the contractor during the mutually agreed upon time from within the ninety (90) days’ notice.

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

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

37. Indemnity

The Contractor shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the contractor during the term of the contract, whether by negligence or otherwise.

The Kentucky Community & Technical College System, as an agency of the Commonwealth of Kentucky, is prohibited from entering into contracts that require KCTCS to indemnify the other party.

38. Contractor Terms & Conditions

Bids submitted that include terms and conditions not in conformity with, or that alter the terms and conditions of this Invitation to Bid and the Statutes of the Commonwealth of Kentucky shall be non-responsive and rejected. Bidder shall refrain from imposing conditions that would modify the terms and conditions set forth in this solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

KCTCS shall not be bound by any part(s) of the bidder's response to this Invitation that contains information, options, conditions, terms, or prices neither requested nor required in the Solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by the Invitation and those indicated by the bidder, those of the Invitation take precedence. This Invitation supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

39. Personal Information Security

To the extent Contractor 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"), Contractor 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 Contractor or its agents or subcontractors 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 Contractor 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 Contractor; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

40. References

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

41. Questions, Solicitation Sole Point of Contact – Restriction on Communication

The KCTCS Procurement to Payment Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to Bid. Contact with KCTCS other than the Procurement to Payment department may be cause for rejection of bid. This does not preclude contractors 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 to:

Vickie Dillon

KCTCS Procurement to Payment Services

Vickie.Dillon@kctcs.edu

All questions are to be submitted to the Procurement Department **no later than April 30, 2019 via email to** Vickie.Dillon@kctcs.edu.

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 Gateway Kentucky Community and Technical College regarding regular operations required to implement existing contracts.

FORM OF PROPOSAL

Line	Description
1.	Years of Experience in Security Business (10 Points): _____

Extended Description:

As a condition of this Invitation, vendor is required have been in the Security business for a **minimum of five (5) years**. KCTCS will consider bids from qualified outside Contractors who are capable of meeting the terms and conditions stated herein. The Contractor must be ordinarily engaged in the business of providing these services and have sufficient experience, financial and human resources to provide the services specified in this Invitation to Bid. The Contractor may be required to submit sufficient experience and financial information, such as articles of incorporation, audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Contractor’s ability to meet the responsibilities of the contract.

Line	Description	Unit Price	Unit Issue
2	Hourly Rate per Guard (70 Points):	\$ _____	HOURLY

Extended Description:

The cost of this Security service shall be established on an hourly rate per person. The contractor 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 and equipment, direct supervision, pension and fringe benefits, holidays, illness, other absences, vacations, hospitalization, premium wages, overtime.

Line	Description
3.	Years of Experience with Higher Education: (10 Points) _____

Extended Description:

The Contractor must submit proof through references with the proposal of successful programs it has previously implemented at post-secondary institutions.

Line	Description	Unit Price	Unit Issue
4.	Mileage rate per mile (10 Points):	\$ _____	PER MILE

Extended Description:

The Contractor must submit mileage rate to be charged for bank/mail runs every two weeks. Other required travel may be requested by GCTC.

Vendors responding with less than the minimum Best Value requirements in this Invitation to Bid will not be credited with Best Value Points. Only those vendors responding with greater than the minimum requirement will receive a Best Value score.

REFERENCES

Contractor’s bid shall include no less than three (3) client references located within Kentucky, which may be contacted by KCTCS. Each reference shall include the name of the company, name and title of person responsible for the company’s services, address, and telephone number. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with the terms and conditions of this Invitation to Bid.

1	Company Name:
	Contact Name:
	Contact Email:
	# of Months providing security services:
2	Company Name:
	Contact Name:
	Contact Email:
	# of Months providing security services:
3	Company Name:
	Contact Name:
	Contact Email:
	# of Months providing security services:

The request below is for information purposes only and will NOT be considered as part of an award.

In the event that armed guard services are requested can your firm provide armed guards?

Yes _____ No _____ Hourly rate for armed guard service*:\$ _____

***Note: Proof of certification of all armed guards will be required. Guards must have a minimum of five (5) years armed guard experience.**

Substitute W-9 Form

Please register as a Supplier through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment. 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 attached SubW9 form with your bid proposal.



Substitute W-9 Form

Substitute W-9
Revised 12/6/13

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

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

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

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

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

Legal Name used for purposes of IRS reporting _____

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

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

Type of Business (Required):

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

Exempt from backup withholding

Other (Please Explain) _____

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

<input type="checkbox"/> Minority Business Enterprise/MBE (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"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> Disadvantaged Business Enterprise/DBE <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"/> Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> Disadvantaged Veteran Owned Business/DVOB <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"/> None of the Above	<input type="checkbox"/> Other (Explain):

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:	

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="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					
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="checkbox"/> Checking: _____ <input type="checkbox"/> Savings: _____	
E-mail address -- Please print <i>LEGIBLY</i> -- 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

KCTCS Designated Holiday Calendar

KCTCS observes the following holidays, with all departments and offices closed with the exception of those departments and offices in which continuous service is essential (See below):

- Martin Luther King Day
- President's Day
- Good Friday (1/2 Day)
- Memorial Day
- Independence Day
- Labor Day
- Presidential Election Day (1/2 Day)
- Thanksgiving Day and the day after Thanksgiving
- 2 week institutional closing beginning in December, which includes the day before Christmas Eve, Christmas Eve, Christmas Day, and New Year's Day.

When a KCTCS designated holiday falls on a Saturday, KCTCS will observe that holiday on Friday. If the KCTCS designated holiday falls on a Sunday, KCTCS will observe that holiday on Monday. The KCTCS holidays will be listed on the KCTCS website.