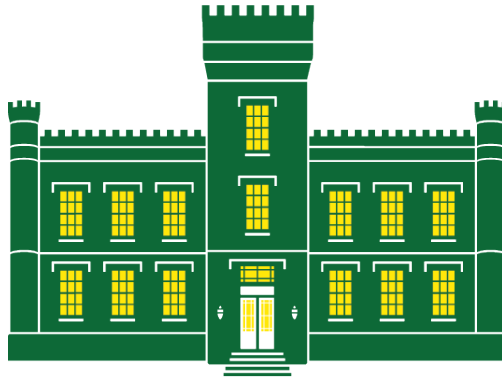


**KENTUCKY STATE UNIVERSITY
REQUEST FOR BIDS (RFB)
FOR
MOWING/GROUNDS MAINTENANCE
RFB 25-101**



**KENTUCKY STATE
UNIVERSITY**

**Issue Date:
CLOSING DATE AND TIME:**

April 9, 2025 3:00 pm EDT

**Issued by:
Fran Pinkston
Kentucky State University
Academic Services Building (ASB), Suite 429
400 East Main Street
Frankfort, KY 40601
502-597-6434
Frances.Pinkston@kysu.edu**

ITEMS TO BE BID

Item	Description	UOM	Bid Price
1. Mowing Services	See Scope of Work	Cost per Occurrence	\$
2. Snow Removal	See Scope of Work	Cost per Occurrence	\$

Additional Financial Consideration:

Vendor Shall Indicate any additional financial consideration (if any) in the form of signing bonus, scholarship, internships or student employment opportunities. Indicate any fixed amount for bonus or scholarship(s) and hourly rate for internships/employment.

SCOPE OF SERVICES

Scope of Work

Kentucky State University is seeking to purchase mowing services and optional snow clearing services for the Main Campus areas north of East Main Street, in Frankfort, Kentucky.

Areas to be Served:

North Campus – North campus includes the northern area of campus on Attachment D-Campus Map. University Drive begins at the East Main Street University Campus entrance, includes Silvey Street and stops at the point of Silvey Street and Douglas Ave. intersection (at Alumni House). Jackson Drive is included.

Service includes trimming around all sidewalks, driveways, buildings, rocks, trees and any area not accessible with a typical commercial mower should be done with a smaller walk behind rotary mower or string or blade trimmer. All grass clippings shall be blown off all sidewalks and paved surfaces.

Start and finish date are from contract award, and typically April 15 to October 15, depending on the site, specific zone and type of turf. Weekly and biweekly mowing is not

guaranteed, and can be delayed as needed to accommodate drought (grass not growing), or University activities etc. This is at the discretion of the Facilities Director.

Small limbs and twigs that cannot be mowed over should be placed up next to trees if possible. If deemed excessive by the contractor, those areas need to be brought to the attention of the Facilities Director. Vendor is not responsible for limb pickup as part of the contract.

Any area that the contractor deems too difficult or impractical to mow due to leaf pile up should be brought to the attention of the Facilities Director.

The University reserves the right to add additional areas to any established contract in proximity to the contracted area with approval of the vendor and the University.

Payment will be made for each Contractor service visit based on the areas mowed and the bid price for each area. Acreage of each area is approximate and does not include small adjacent areas such as roadway buffer strips that are to be mowed.

Requirements

The vendor shall supply all labor, equipment, fuel and materials necessary to perform the service required to maintain the landscaping an attractive condition through the contract period. Mowing and lawn services shall include:

- Park and unload equipment in the areas designated by Facilities Director or designee.
- Train employees and take precautions to insure the safety of university students, employees and visitors. To include, but not limited to, guards and shields must be in place and used on all equipment and when moving from areas of high traffic until safe to return.
- All employees must abide by University Drug Free and Tobacco/Vape policies.
- Insure that all employees wear the appropriate safety equipment and clothing. Insure that clothing will not advertise alcoholic beverages, drugs, or be offensive or inappropriate for a University. Company uniforms with company identification is preferred.
- Rain-outs, mechanical breakdowns or other situations in which the entire job is not finished must be made up or billed at a percentage of completion rate. The rate is to be agreed upon by successful vendor and Facilities Director.
- Contractor shall have the option to utilize herbicides or growth regulators to reduce trimming only in areas approved in advance by the Facilities Director or designee.
- The contractor shall maintain any necessary insurance and state issued Department of Agriculture pesticide license.
- The vendor shall only use properly labeled materials for weed control.
- Mowers shall not mow closer than 8 inches to the trunks of the trees. Herbicides or growth regulator spraying around the base of the trees shall not exceed 10 inches from the edge of the tree trunk. Any overspray damage outside of the 10 inch perimeter of the tree will be the responsibility of the contractor to re-seed/re-establish turf. Any string trimming near the base of a tree shall be

done in a manner that does not damage or scar the tree trunk/bark. Contractor is responsible for any mower or string trimmer damage to trees which may include tree removal and replacement.

Required Minimum Standards

Weekly- Highly Maintained Areas

Turf is maintained weekly to bi-weekly as necessary to an effective height of 3" - 4" for cool season grasses and 2" - 2.5" for warm season grasses. This is an estimate only as to how frequently mowing will be required by the University and is not to be considered a permanent schedule. Acceptable equipment includes smaller mowing units, such as walk-behind rotaries or out front rotary or zero turn mowers. All turf around signage, trees, structures, etc. will be maintained with the use of string trimmers. All sidewalks, roads, landscape beds, and any other designated areas will be free and clean from any debris or clippings upon completion of turf maintenance. Any damage to turf and landscape areas, buildings and structures, any other areas designated by the management are the responsibility of the maintenance company. Leaf litter and small twigs that can be effectively mulched with mowing equipment is acceptable. Large limbs or twigs are to be collected and piled within the same mowing area as designated Facilities Director.

For all areas, care is to be taken at all times when operating around fixtures, structures and/or any man-made items in addition to trees and other natural features to prevent damage to them.

Trimming to be done as necessary to create uniform transition between turf and curbs, walks, bed edges and tree wells.

Edging that cannot be addressed during regular visits, due to vehicle obstructions, should be discussed with the Facilities Director or their designee to achieve a solution.

Contractor is responsible for removing trash from the assigned mowing areas.

Mowing of trash is not acceptable. Unintentional mowing of trash to be removed prior to completion.

Time for Performance

Mowing of each area is to be done on the area schedule or as requested by Facilities Director or their representative. Seasonal drought or other factors may be cause for certain or all areas to be omitted from the mowing schedule temporarily or permanently. This will be communicated in advance by Facilities Director or their representative. All reasonable effort will be made by the Facilities Director or their representative to contact the Contractor 48-72 hours in advance of scheduled mowing to indicate additions or subtractions of areas to be mowed.

Typical time of Contractor services are between the hours of 8:00 am and 7:30 pm Monday through Friday. Any changes or variations to these times shall be approved by the Facilities Director or representative in advance.

Inclement Weather - the Contractor shall maintain the schedule of services regardless of inclement weather unless otherwise specified herein. The Contractor shall maintain records of any delays caused by inclement weather and shall submit such records to the Facilities Director as the basis for requested time extensions. Any time extension due to inclement weather is subject to approval by the Facilities Director. Exceptions can be

approved by the Facilities Director or their representative when severe conditions make it impractical or dangerous to perform the work. The University will designate restroom facilities for the contractor and his/her employees' use.

The contractor shall take care when trimming or mowing around parking areas so as not to blow grass etc., on cars and buildings. It shall be the responsibility of the contractor for any damages done to park property, which shall include but not limited to employees, other contract employees, volunteers, visitors, and any other parties who may be on the grounds during the time of their service. The University shall report to the contractor office any damages done to the above.

Complete all work in a continuous manner once work has begun. Long periods of work interruption will not be satisfactory and may be grounds for cancellation of the agreement.

Work performance which does not conform to these terms and conditions or which is otherwise unsatisfactory will result in no payment for service until all work has been corrected and approved.

Snow Removal

Vendor shall state a per occurrence price for snow clearing of roadways and parking lots only. No sidewalks or stairways are included. This will be on an as needed basis only. Care should be taken to protect all curbs, vehicles and other obstructions. Snow should be piled in the furthest areas from all entryways and building access points with particular attention to designated handicap parking areas and access ramps. Areas shall be prioritized and communicated prior to first occurrence.

Areas to be cleared consist of the North Campus as indicated on the attached map.

BID READINGS

Any person wishing to hear a bid reading is welcome to attend on room 423 on closing date and time.

PLEASE READ THIS SOLICITATION AND ITS INSTRUCTIONS IN ITS ENTIRETY.

This is a Request for Bid (RFB).

Vendors shall comply with the terms and conditions stated in the solicitation. Any efforts to negotiate these terms and conditions SHALL NOT be accepted and SHALL cause the bid to be deemed non-responsive.

All proposed pricing shall remain valid for a minimum of sixty (60) calendar days after the bid due date.

This Contract shall be awarded as Group All. Vendors shall bid all line items, otherwise bid shall be deemed non-responsive.

**Solicitation
Terms and Conditions
Master Agreement**

Section 1

Scope of Contract

Kentucky State University Office of Procurement issues this solicitation to establish a **Purchase Order Award** for: Mowing/Grounds Maintenance

Section 2

Bid Specifications (Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement)

Section 3

Purpose

The purpose of this solicitation is to request vendor responses in order to provide these items under contract to agencies as specified.

Section 4

General

This solicitation specifies requested items. It is not the intention of this solicitation to eliminate vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these requested items are written around specific needs of the University. The University reserves the right to consider bids non-responsive if they do not comply with the specifications contained herein.

Section 5

Initial Contract Period

The contract established from this solicitation shall be for the initial period of **one (1) year** from the date of award.

Section 6

Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for **four (4) additional one-year periods**. This extension must have the written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, the University reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 7

Exceptions to Specifications

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Otherwise, it will be considered that items/services offered are in strict

compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. The University is not bound to accept any exceptions.

Section 8

Alternate Brands/Specifications

Unless otherwise specified, brands and specifications referenced in this solicitation are meant to establish a minimum standard of quality only. Bidders may bid brands/specifications they consider to be equal by specifying the brand(s)/specifications and inserting the brand name(s), model number(s), etc. on which they are bidding. Bids offering "equal" products/specifications will be considered for award if such products are clearly identified in the bid and are determined by the State to meet or exceed fully the minimum essential specifications and salient characteristics referenced in the Solicitation. Bids that contain products/specifications that fail to meet the minimum essential requirements shall be deemed non-responsive.

Bidders who propose alternate brands/specifications should enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in a non-responsive bid. If the brands are not changed, the contract will be written accordingly and the successful bidder shall be required to deliver the brands/specifications stated in the solicitation.

Section 9

Recycle Requirements

Prospective bidders are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <https://apps.legislature.ky.gov/law/kar/200/005/330.pdf>

Section 10

Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Bid submittal is the vendor's agreement to be bound by the terms of all addenda issued.

Section 11

Agencies to be Served

This contract shall be for use of Kentucky State University.

Extending the Contract Use to Other Agencies

The Purchasing Office reserves the right, with the consent of the vendor, to offer the Master Agreement resulting from this solicitation to other Institutions requiring the product(s) or service(s).

Section 12

Solicitation Submission Requirements

Electronic or E-mailed responses are NOT acceptable for this RFB and shall be considered non-responsive.

Section 13

Method of Award

Best Value – Ranking Approach

The University intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

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

Measurable Criteria:	
Price	90 Points
Additional Financial Consideration	10 Points
TOTAL POINTS	100 Points

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor.

A bidder shall submit one (1) response to a solicitation and shall not propose more than one (1) model/brand for each item listed in the solicitation, except for requested tier pricing. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information will impact the evaluated points awarded to the vendor.

Price (90 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, 90 points is allocated to the lowest Price criteria for this procurement, bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 90 points ($\$3.00 / \$3.00 = 1.00 \times 90 = 90$). Assume bidder "B" is the next lowest bidder at \$4.00, then "B" receives 71.3 points ($\$3.00 / \$4.00 = .75 \times 90 = 71.25$).

Additional Financial Consideration (10 points)

The vendor offering the greatest financial consideration will receive maximum points. Other vendors points shall be calculated the same as the cost component. For evaluation purposes only, Internships and employment will be calculated based on

20 hours weekly to arrive at value of financial consideration.

Best Value scoring is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the University is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the University shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the University; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (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.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, **including** details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Annual Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status, unless a valid, Annual Affidavit is already on file with the University. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the University as filed with the University of Kentucky, Secretary of State. The location of the principal office

identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized annual affidavit, which affirms that it meets the requirements to be considered a qualified bidder- annual affidavit form included. The annual affidavit form is not required if a valid, annual affidavit is already on file with the University. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsible and ineligible for award.

Section 14

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this solicitation.

Section 15

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

- A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the University. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Purchasing Office. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement with notice of any price decreases as soon as such decreases are available.
- C: Extended Contract Periods: If the contract provides for an optional renewal period, a

price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 16

Vendor Terms and Conditions

Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this solicitation or the Statutes of the University of Kentucky may be deemed non-responsive.

The University shall not be bound by any part(s) of the bidder's response to this solicitation 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 University and those indicated by the contractor, those of the University take precedence. The contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

Section 17

Post Contract Agreements

The resulting contract shall constitute the entire agreement between KSU and awarded contractor. Unless contractually provided, **institutions utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this solicitation or offer.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 18

Equipment

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

The University recognizes the rapid advancement of technology. If the bidder can provide new equipment of advanced technology after the award of the contract, the University and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

Section 19

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this solicitation are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 20

Manuals and Distribution of Literature – Not Applicable

Instruction and operating manuals shall be furnished for all equipment installed. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 21

Vendor's Report

The vendor(s) may be asked to furnish the buyer, Purchasing Office, a report showing volume which has been sold to the University and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Purchasing Office.

Section 22

FOB Basis of Shipment – Vendor Responsible

Quotations of unit prices on this solicitation shall be **F.O.B. Destination Freight Prepaid and Allowed**. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Section 23

Cancellation Clause – 30 Days Notice

The University may cancel the contract established from this solicitation by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Purchasing Office canceling the contract.

Section 24

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The University of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 25

Service Performance

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of

the Purchasing Office. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Purchasing Office for settlement.

Section 26

Addition or Deletion of Items or Services

The Purchasing Office reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this solicitation. The Purchasing Office to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 27

Agreement between Parties

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Purchasing Office.

Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the solicitation, will not be accepted. The only terms and conditions acceptable to the University of Kentucky are as outlined in the solicitation. Bids not conforming will be considered as non-responsive.

Section 28

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office in writing, indicating the specific regulation which requires such alterations. The University reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 29

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 30

Inspection

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

Section 31 Inquiries

All questions shall be submitted in writing by **March 28, 2025, 4:00 PM** to the University buyer listed below. No questions shall be accepted after the date(s) listed unless the question(s) is considered material to the procurement. The University shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the University website.

Sole Point of Contact – Commonwealth Buyer

The University Buyer listed below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail), concerning this procurement shall be addressed to:

Fran Pinkston
Kentucky State University
400 East Main St.
Frankfort, KY 40601
(502) 597-6434
Frances.Pinkston@ksu.edu

From the issue date of this solicitation until a contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any Commonwealth Staff concerning this solicitation except:

- The University Buyer cited in this solicitation
- University representatives during the Vendors' Conference; or
- Via written questions submitted to the University Buyer

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

For violation of this provision, the University shall reserve the right to disqualify the bid/proposal.

Section 32 Subcontracts

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for

performance of the entire contract whether or not subcontractors are used. The University shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

Section 33

Federal Tax Exempt Purchases by the University of Kentucky

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Purchasing Office shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Purchasing Office. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Purchasing Office will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 34

EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

Section 35

Governing Law

This contract shall be governed by and construed in accordance with the laws of the University of Kentucky. Any action brought against the University on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Section 36

Protest

The President of the University or the Vice President of Finance and Administration as his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with

solicitation or selection for award of a contract, may file protest with the University. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**Chief Financial Officer
Kentucky State University
Vice President of Finance and Administration
400 East Main St.
Academic Services Building
FRANKFORT KY 40601**

The CFO shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the CFO shall be final and conclusive.

Section 37

Kentucky Tax Registration Application

Revenue Form 10A100, Kentucky Tax Registration Application effective July 2008, is a form to be completed by any person or entity wishing to contract with the University to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at the following link:

<https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

Section 38

Access to Records

The University certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other

prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Section 39

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the University of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010:

to obtain a certificate of authority to transact business in the University (“certificate”) from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> **therefore, foreign entities should submit a copy of their certificate with their solicitation response.** If

the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at:

<https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

Section 40

Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 41

Funding Limitations

If any or all responses received exceed the amount of funding available, then the Purchasing Office, reserves the right to cancel this RFB.

Section 42

Provisions for Termination of the Contract

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 43

Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

Section 44

Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 45

ALL PROVISIONS OF THIS SOLICITATION AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF ANY RESULTING MASTER AGREEMENT CONTRACT.

Section 46

Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the University any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

SECTION 47 Insurance Requirements

*** Proof of all required insurances should be provided prior to award. ***

A Certificate of Insurance (COI) on an ACORD form is preferred.

The awarded vendor(s) shall be responsible for maintaining this coverage through the entire contract term:

1. Commercial General Liability Insurance in accordance with limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate

The successful bidder shall furnish a Certificate of Insurance prior to award:

A. The certificate holder listed as:

Kentucky State University
400 East Main St.
Frankfort, KY 40601

B. Endorsement of Additional Insured

- Certificate of Insurance must contain the following language in the Description of Operations box, "The University and its agents as an Additional Insured for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."
- A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

C. Kentucky Department of Insurance and AM Best

- The insurance coverage shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.
- The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive.

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- The Subcontractor must submit and maintain a Certificate of Insurance that meets or exceeds the insurance requirements defined in this contract or the Primary Contractor must submit a Certificate of Insurance identifying coverage on behalf of Subcontractor, with an Additional Insured Endorsement.
- OPS reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency. Proof of coverage on an Acord form is preferred. OPS reserves the right to request additional insurance documentation, if needed.

Failure to furnish said certificates or failure to maintain the required coverage throughout the life of the awarded contract shall be grounds for cancellation of the contract.

Automobile Liability Insurance

Automobile Liability Insurance required for delivery. If the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. ***If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.***

Automobile Liability Insurance is also required for all on-site training, services, or events. If the Contractor or Subcontractor is required to drive on any Commonwealth property, Auto Liability Insurance is required.

Automobile Liability Insurance Requirements

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage. This paragraph does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

Section 48

Attachments indicated below may be downloaded by accessing the "Attachment" link found on the Solicitation Details View page where this RFP was downloaded. Once the Attachment link is accessed, select the file name you wish to download, and select the "Download Attachment" hyperlink. For assistance with downloading these attachments please contact the University Buyer.

ATTACHMENT A – This RFB Document

ATTACHMENT B –Affidavit(s) if applicable