

Boone County, Kentucky

INVITATION FOR BID #080317JC

**JANITORIAL SERVICES
FOR THE
JUSTICE CENTER**

Located at 6025 Rogers Lane
Burlington, KY 41005

TOTAL SQ. FT. THIS CONTRACT: 73,194 SF

ACCEPTANCE DATE: Prior to 2:00 p.m., August 3, 2017 "Local time"

ACCEPTANCE
PLACE

Boone County Fiscal Court
2950 Washington Street
PO Box 960
Human Resources Department
Office of the Purchasing Agent
2nd Floor Administration Building
Burlington, Kentucky 41005

Requests for information related to this Invitation should be directed to:

Mike Albrecht
(859) 334-2123
E-mail address: malbrecht@boonecountyky.org

Issue Date: July 13, 2017

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE
CONTACT OUR OFFICE AS SOON AS POSSIBLE.

**SECTION I. PRE-BID REQUIREMENTS AND BID SUBMITTAL
INFORMATION**

The intent of this Invitation to Bid and resulting contract is to obtain the services of a qualified vendor to provide janitorial and related services at the Boone County Justice Center located at 6025 Rogers Lane, Burlington, KY 41005.

It is the County's intent to award a one (1) year contract beginning September 1, 2017 with the potential for up to three (3) additional renewal periods equal to the original contract term, for a possible four (4) year contract.

This bid will be for five (5) days a week service, Monday through Friday, with days off for holidays, which are listed under Section III. General Performance Specifications, Section 12 Frequency Schedule.

Vendor must visit the facility to be cleaned prior to submitting their bid. Interested vendors shall call Mr. Mike Albrecht, Property Maintenance Director at (859) 334-2123. Mr. Albrecht or designee will arrange a tour of the facility.

After touring the facility, the vendor must obtain signature of Mr. Albrecht or designee on the form provided within and submit this form with their bid to be considered for award.

Only vendors who have toured the facility and familiarized themselves with the nature and scope of work may submit bids.

NOTICE TO BID

The Boone County Fiscal Court will receive sealed bids in the Office of the Purchasing Agent, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, **until 2:00 p.m., August 3, 2017 for the Janitorial Services for the Boone County Justice Center located at 6025 Rogers Lane Burlington, KY.** Bids will be opened and publicly read aloud at that time in the Fiscal Courtroom, First Floor, Administration Building. Late or facsimile bids will not be accepted.

BID ENVELOPE MUST BE LABELED: "SEALED BID: Justice Center Janitorial Services."

The facility must be visited and viewed prior to bidding. Only vendors who have toured the facility and familiarized themselves with the nature and scope of the work may submit bids. Contact Mr. Mike Albrecht at 859-334-2123 or malbrecht@boonecountyky.org to schedule viewing of facility, which must take place prior to August 1, 2017.

Boone County reserves the right to reject any and all bids, to waive any informalities and to negotiate for the modifications of any bid or to accept that bid which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such bid may not, on its face, appear to be the lowest and best price. No bid may be withdrawn for a period of thirty (30) days after scheduled time of receipt of bids.

KENTUCKY PREFERENCE LAW

The scoring of bids/bids is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. *Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

SECTION II. SPECIAL REQUIREMENTS

1. INFORMATION TO BE PROVIDED BY VENDOR:

After award of contract, but prior to starting date, vendor will provide the Boone County Fiscal Court (BCFC), Property Maintenance Director or designee, the following information on all individuals the vendor proposes to use in the execution of the contract:

- Name,
- Social Security Numbers, and
- Birth date

2. RECORDS CHECK:

Due to the sensitive nature of the areas to be serviced, the BCFC must run criminal records checks on these individuals. The BCFC reserves the right to deny access to the facilities to persons based on these findings. The vendor shall continue this process, for new employees to service the facility, for the life of the contract. No person will be allowed to work in the facility without a records check.

3. CONTRACT TERMS AND CONDITIONS:

The Contract with the successful vendor will contain the following Terms and Conditions. These Terms and Conditions are not negotiable.

A. Procedures: The extent and character of the services to be performed by the vendor shall be subject to the general control and approval of the County's Property Maintenance Director or designee. The vendor shall not comply with requests and/or orders issued by other than the Property Maintenance Director or designee acting within their authority for

the County. Any change to the Contract must be approved in writing by the County Judge Executive or his designee and the Contractor.

B. Term: The Contract shall cover the period from September 1, 2017 through August 31, 2018 or an equivalent period depending upon date of Contract award. This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term.

4. **INSURANCE:**

A. Vendor must furnish, within ten (10) calendar days from the notice to proceed, a Certificate (proof) of Insurance naming the Boone County Fiscal Court as additional insured. Failure to provide such certificate shall result in a disqualification of bid. The vendor shall maintain insurance coverage for its employees and actions throughout the duration of the contract. If the contract is renewed, the vendor must again supply the BCFC with a new Certificate of Insurance.

B. Vendor shall during the duration of the contract provide the following:

1. Workers' compensation and Employer's Liability to protect the vendor from any liability or damages for any injuries (including death and disability) to any and all of its employees.
2. Comprehensive General Liability insurance to protect the vendor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the vendor.

C. The vendor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation: Coverage A: Statutory
Coverage B: \$100,000
2. General Liability: Per Occurrence: \$1,000,000
Personal/Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
3. Automobile Liability: Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the vendor:

No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The vendor shall furnish a new certificate prior to any change or cancellation date. The failure of the vendor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

The vendor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein. The vendor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary. Any certificates provided shall indicate the Contract name and number.

The County, its officers and employees shall be Endorsed to the Vendor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

Compliance by the vendor with the foregoing requirements as to carrying insurance shall not relieve the vendor of their liabilities provisions of the Contract.

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

5. HOLD HARMLESS:

The vendor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the vendor. The vendor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Vendor" includes their employees, officials, agents, and representatives. "Vendor" also includes subcontractors and suppliers to the vendor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract.

6. SAFETY:

All vendors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all vendors and subcontractors shall be held responsible for the safety

of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

7. DRUG-FREE WORKPLACE:

During the performance of this Contract, the vendor agrees to

- (i) provide a drug-free workplace for the its employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or behalf of the vendor that the vendor maintains a drug-free workplace.

A "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a vendor in accordance with these specifications, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

8. BONDING:

The vendor will provide bonding for each of its employees associated with the cleaning of the facility mentioned in this bid.

9. BOONE COUNTY OCCUPATIONAL LICENSE:

The successful bidder maybe required to obtain a Boone County Business (Occupational) License. If required and bidder fails to obtain, it may result in termination of the contract.

SECTION III. GENERAL PERFORMANCE SPECIFICATIONS

1. GENERAL:

These General Performance Specifications are for janitorial services at the Justice Center and common space located at 6025 Rogers Lane Burlington, KY 41005. Responsibilities and a frequency schedule for the vendor are stated in the following specifications.

2. REQUIRED COORDINATION:

A. After award of contract, but prior to contract effective date, the vendor shall meet with the Property Maintenance Director or designee at the facility to be cleaned. The vendor will bring with them to this meeting, a list of all equipment and supplies they intend to use to clean the facility, schedules, proposed work plan, and documentation to be posted in the service closet as specified in this bid.

B. The vendor is required to continually inform and coordinate with the Property Maintenance Director or designee the vendor's general work plan, schedule, and persons assigned to perform work.

C. The Property Maintenance Director or designee may require the vendor use a Sign In/Out Log for security purposes. The vendor shall call the Shift Supervisor by radio upon time of arrival and before departure.

D. All work is to be completed by 11:00 p.m. each night so inspection of work may be performed.

E. The Property Maintenance Director or designee shall inform the vendor of any areas which have special cleaning needs. (Occasionally, work continues after hours or an officer may wish a room to remain sealed and therefore not cleaned).

F. Any office doors that are locked upon entry must be locked when cleaning has been completed.

G. Any and all comments, commendations, complaints, concerns, etc. from the public, and vendor, regarding janitorial services, should be tendered to the Property Maintenance Director or designee.

3. SERVICES:

It is the desire of the BCFC to present an immaculately clean facility to the public. The following services shall be executed with sufficient professionalism to insure that the high level of cleanliness at the facility and that the facility is recognized by the public as a positive example.

4. PERSONNEL:

Vendor shall provide an adequate number of people to clean the facility mentioned in this bid. The vendor shall designate a minimum number of people and minimum number of hours that will always be used on each shift. The facility is to be cleaned five nights a week, Monday through Friday with days off for holidays. Janitorial service shall begin no earlier than 4:30 p.m. local time.

5. RESPONSIBILITIES:

(1) The vendor is completely responsible for satisfactorily managing and performing a cleaning service necessary to assure a clean orderly condition for the facility mentioned in this bid.

(2) The vendor will provide a representative, who will be available in person or can be reached at a local telephone number during the operational hours of the Justice Center, Monday through Friday, 8:00 a.m. to 4:30 p.m.

(3) The vendor's representative shall forward to the BCFC a Janitorial Inspection Report within the first five (5) business days of each month. This Inspection Report shall be mailed to the BCFC Property Maintenance Department along with the monthly invoice for services rendered. This inspection is to be performed during normal working hours (8:00 a.m. to 4:30 p.m.). Invoices forwarded without Inspection Reports shall not be processed for payment by the BCFC and shall be returned to the vendor.

6. VERIFICATION:

A. Court of Justice Inspections: The services performed under this contract shall be subject to inspection and approval by the Property Maintenance Director or designee.

B. Deficiencies: Representative(s) of the BCFC Property Maintenance Department shall routinely inspect the entire facility and prepare a list of deficiencies. The list shall be presented to the vendor and the vendor shall correct or present a plan to correct the deficiencies within the same day of receiving the list of deficiencies. Deficiencies may also include an insufficient work force to complete assigned cleaning areas in the prescribed time. If this schedule for corrections is not met, a complaint on the vendor may be submitted to the Property Maintenance Director. If a second complaint is submitted necessary within 12 months of the first complaint, the BCFC Assistant County Administrator may terminate the contract. Any deficiencies corrected by Boone County Property Maintenance Department will result in a back charge to the vendor at an hourly rate of \$25.00 per person used for the completion of unfinished work.

7. SUPPLIES AND EQUIPMENT:

A. Vendor shall provide the following:

- (1) Commercial/Industrial quality vacuum cleaner,
- (2) Commercial/Industrial floor burnisher and/or buffer,
- (3) Wet/Dry vacuum cleaner,
- (4) Sufficient quality and quantity of mops and mop buckets with wringers,
- (5) All other appropriate cleaning tools and equipment,
- (6) All appropriate and necessary cleaning supplies and materials, and
- (7) All appropriate "safety" (DANGER – WET FLOOR, etc.) signage.

(8) All equipment, tools, signs must be clearly marked with the vendor name

B. BCFC Property Maintenance Department (if necessary) shall supply the following:

- (1) Trash can liners.
- (2) Disposable restroom supplies including, but not limited to:
 - Toilet tissue
 - Paper towels
 - Sanitary napkins
 - Hand soap

C. Disposable Restroom Supplies Monitoring and Inventory: The vendor will monitor inventories of these supplies and notify the Property Maintenance Department in time to reorder stock before inventories are exhausted.

D. Hazardous/Flammable Materials: All supplies and materials shall be labeled, handled, and stored in accordance with applicable environmental laws and regulations. The vendor shall immediately notify the customer of all potentially hazardous situations.

8. NOTICES AND ADVISORIES:

A. Vendor will post in their supply closet (closet to be provided by the BCFC), rules and regulations covering their employees while in the building.

B. The vendor will post a Daily Checklist to be used as a guide for their employees to follow in the execution of their duties. This list shall be posted on the closet door and will be available for review by BCFC personnel at all times.

9. CUSTODIAL ACCESS AND AREAS:

A. **BCFC Responsibilities:**

(1) Suitable and adequate storage space for the vendor's equipment and supplies in large facilities.

(2) Utilities (light, water, and electricity) necessary to perform the services. Vendor will use these facilities sparingly.

(3) Access to facility, including the necessary number of keys to areas requiring service.

(4) The Property Maintenance Director or designee will be the BCFC representative. The local representative shall maintain a record of the number and identification of all keys issued to the vendor and shall verify that the same number and identification of keys are returned at the end of the contract period.

B. Vendor Responsibilities:

(1) Advise the Property Maintenance Director or designee the number of keys required for specified entrances and internal access at the beginning of the contract. If a need arises for additional keys, the vendor will request them from the Property Maintenance Director or designee in writing.

(2) The vendor, or any of its representatives or employees, **shall not** under any circumstance, make or have made copies of the keys provided by the Property Maintenance Director or designee.

(3) If keys are lost, the vendor shall immediately notify the Property Maintenance Director or designee. The vendor will pay a fee to the Boone County Fiscal Court to cover the expense of re-keying the facility. This fee shall not exceed five hundred (\$500) dollars per building and shall be determined by the BCFC.

(4) The vendor shall advise the Property Maintenance Director or designee the names, social security numbers and birthdate of authorized janitorial employees working in the building.

(5) The vendor **shall not** under any circumstances, allow any non-BCFC-authorized employee in the building. Vendor's staff shall not unlock any door and allow access to the facility to any person other than the staff assigned to clean that area. No pets are to be allowed in the facility mentioned in this bid at any time.

10. WORKMANSHIP:

A. All work shall be performed in a neat, orderly, and professional manner with applicable local, state, and federal laws and codes.

B. Special care shall be taken to insure that all tools, fixtures, and equipment used by vendor in the execution of duties are:

- Left in work areas (all items must be stored in designated areas)
- Left in an "other than clean" condition (buckets, sinks, mops, etc. must be drained and cleaned).

11. SAFETY:

Safety in and around the workplace shall take precedence to all other required tasks. The following provisions and procedures shall be strictly administered:

- Appropriate barriers and barricades,
- Warning signage,
- Appropriate tools,

- Appropriate equipment,
- Safety harnesses and lanyards, when working in high areas,
- Ground guides, when maneuvering equipment inside and outside of building,
- Flagmen, when necessary,
- Appropriate safety apparel when handling hazardous/toxic substances and materials,
- Label, handle, and store all hazardous and toxic materials in strict accordance with applicable environmental law and regulations,
- Appropriate trade training and certifications,
- All required OSHA training and certifications, and
- Immediately notify the Property Maintenance Director or designee and proper agencies (e.g., Fire Department) of all hazardous and potentially hazardous situations.

12. FREQUENCY SCHEDULE:

Service shall be performed according to the Frequency Schedule referenced within this section except for BCFC observed holidays. Vendor must verify County observed holidays by contacting the Property Maintenance Director or designee. County holidays include:

1. The first day of January (New Year's Day),
2. The First Monday following the 15th day of January (Martin Luther King, Jr. Day)
3. The third Monday of February (President's Day)
4. The Friday before a spring holiday (1/2 day set by the County)
5. The last Monday in May (Memorial Day)
6. The fourth day of July (Independence Day)
7. The first Monday in September (Labor Day)
8. The second Monday in October (Columbus Day)
9. The 11th day of November (Veteran's Day)
10. The fourth Thursday in November (Thanksgiving Day)
11. The fourth Friday in November (day after Thanksgiving Day)
12. The 24th day of December (Christmas Eve)
13. The 25th day of December (Christmas Day)

A. **DAILY SERVICES** – During Non-work (evening) hours.

(1) ALL AREAS

- All interior and exterior trash containers are to be emptied, replace all soiled or torn liners,
- Clean trash containers inside and outside as needed,
- Empty and clean all interior and exterior ashtrays,
- Dispose of boxes and other items marked "TRASH" by the building's occupants,

- Pick up all trash (litter) soft drink cans, candy wrappers, paper, etc, inside and outside,
- Clean all surfaces (horizontal and vertical) to remove all smudges, cup rings, spills, etc.
- Dispose of trash and garbage in dumpsters or area designated for pick-up,
- Vacuum all carpeted traffic areas (including halls, corridors, circulation within open office areas, etc.),
- Spot clean carpets with commercial carpet cleaner or (if necessary) spot remover and Wet/Dry Vacuum to insure stains are removed rather than spread and set.
- Mop all hard surfaced (non-wood) traffic areas, buff as necessary,
- Dust Mop all wood traffic areas,
- Sweep all sidewalks and outside stairs and ramps,
- Clean and disinfect (sanitize) all drinking fountains,
- Clean and disinfect (sanitize) all public telephones,
- Clean and Polish entrance doors,
- Spot clean all other windows and doors bright-wear and glass,
- Clean and Polish work counters and public work-surfaces (Counters, tables, conference room tables, etc.),
- Clean all seating. Brush-out or vacuum if cloth, wiped-off if wood,
- Prepare a hand-written list of all mechanical and electrical system deficiencies or failures, if found, (e.g., burned-out lights, inoperative HVAC components, holes in walls, broken ceiling tiles, etc.) and deposit the list at a location designated by Property Maintenance Director or designee.
- Vacuum floors, clean and polish all metal and wood surfaces.
- Clean all vending machines (tops, sides, and fronts nightly)

(2) BREAK AND VENDING AREAS:

- Clean and disinfect (sanitize) all tabletops and counter tops.
- Clean any food spillage in and around cooking appliances (stoves, microwave ovens, coffee makers, etc.) and refrigerators,
- Mop floor each night,
- Clean and polish sinks.

(3) RESTROOMS:

- Renew all supplies (paper towels, tissue, soap, sanitary napkins, etc.)
- Clean and polish all glass and mirrors
- Flush commodes and urinals,
- Clean and disinfect (sanitize) commodes and urinals, inside and out,
- Clean and disinfect washbasins and walls around washbasin,
- Clean and disinfect all tiled wall surfaces and partition walls,
- Clean and disinfect all dispensers (paper towel, toilet paper, soap, sanitary napkins, etc.)

- Clean and disinfect entrance doors, including bright surfaces (door knobs, push plates, etc.), and
- Clean and disinfect all floors.

B. WEEKLY SERVICES – During Non-work (evening) hours:

- Dusting, High (above desktop level, including signage) and Low (below desktop level),
- Clean Baseboards,
- Clean Wainscot (except for restrooms, which are cleaned daily),
- Mop and buff all hard-surfaced flooring,
- Mop all stairs,
- Vacuum all carpeted flooring, including edge vacuuming, under furniture,
- Clean all window ledges, and
- Remove cobwebs from high areas, lights, and corners.

C. MONTHLY SERVICES – During Non-work (evening) hours:

- Surface cleaning and polishing desk and work surfaces from which users have removed all or most items,
- Surface cleaning of file and storage cabinets (where accessible), and
- Vacuum air diffusers and grills.

D. QUARTERLY SERVICES (Every three months) – During Non-work (evening) hours:

- Strip and clean all hard-surfaced (non-wood) floors,
- Apply sealer to all hard-surfaced (non-wood) floors,
- Apply polish and buff hard-surfaced (non-wood) floors to a high gloss,
- Scrub and clean all stone or ceramic/quarry tiled floors,
- Strip and seal joints in stone or ceramic/quarry tiled floors,
- Clean all wood floors,
- Apply polish and buff wood floors,
- Clean all high-traffic carpeted floors (hot water extraction method),
- Mop all sealed concrete floors,
- Clean light fixtures and light fixture lenses,
- Vacuum clean all drapes and blinds.

E. YEARLY SERVICES – During Non-work (evening) hours:

- Clean all carpeted floors (hot water extraction method),
- Clean and polish all window interiors,
- Pressure clean walkways.

TOURING FACILITY SIGNATURE FORM
FOR THE **JUSTICE CENTER**
6025 ROGERS LANE – BURLINGTON, KY
THIS FORM MUST ACCOMPANY THE BID

COMPANY REPRESENTATIVE TOURING FACILITY

I VERIFY THE ABOVE REPRESENTATIVE HAS TOURED ALL AREAS OF THE FACILITY AS MENTIONED IN THIS BID.

OWNER'S REPRESENTATIVE

DATE

KENTUCKY PREFERENCE LAWS

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. *Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

Reciprocal preference for Kentucky resident bidders

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 Commonwealth 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 Commonwealth 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 Commonwealth; 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 Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. 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 Commonwealth as filed with the Commonwealth 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.

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 affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

Solicitation/Contract #: 080317JC

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding 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:

- Is authorized to transact business in the Commonwealth;
- Has for one year prior to and through the date of advertisement
- Filed Kentucky income taxes;
- Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
- Maintained a Kentucky workers' compensation policy in effect.

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.

Signature Printed Name

Title Date

Company Name _____
Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

Solicitation/Contract #: 080317JC

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

BID FORM

We, _____, hereby agree to provide janitorial services at the Justice Center, in accordance with this Invitation to Bid, for the following fixed cost:

Monthly Fee: \$ _____ X 12 = Annual Fee: _____

Annual Fee written amount: _____

Services will be available to start within _____ days of bid award.

Respectfully submitted,

FIRM NAME: _____

BY: _____

PRINTED: _____

TITLE: _____

E-MAIL: _____

DATED: _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX ID# (W-9 attached): _____

REFERENCES

1. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE #:

FAX#:

2. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE #:

FAX#:

3. COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE #:

FAX#:
