Kentucky Valley Educational Cooperative



**Invitation to Bid**

**Bid Opening: May 20, 2025 1:30 p.m.**

**Bid due by (closing): May 20, 2025 1:00 p.m.**

**Bid Item(s):** **Facilities & Operations**

**Bid Reference#: KVEC-Operations-25/26**

**Contract Period: July 1, 2025-June 30, 2026**

Notice is hereby given that sealed bids for *Facilities & Operations services & items* for the Kentucky Valley Educational Cooperative (KVEC) members will be received at the KVEC office:

Kentucky Valley Educational Cooperative

412 Roy Campbell Drive

Hazard, KY 41701

Phone: (606) 436-3161

ATTN: Alex Smith

 alex@theholler.org

 Information pertaining to any item or conditions in this bid request may be obtained by contacting the **KVEC office.** Contact information is located on the KVEC website ([www.kentuckyvalley.org](http://www.kentuckyvalley.org)). The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the internet at KVEC website beginning on the bid public notice date and until the time and date specified for the bid opening. **Approved vendor information will be available upon official board action.**

 In submitting this bid, it is expressly agreed that, upon proper acceptance by the KVEC Board of Directors of any or all items bid, a contract shall thereby be created with respect to the items accepted.

 Bids must be received at the **listed location**, not later than the specified bid opening time and date. Bids received after the time designated for the bid opening will not be accepted. Bids should be sealed in an envelope and clearly marked **“*BID ENCLOSED”* and should include Bid Reference # .** The participating bidding institutions cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time.

SECTION I

BID/CONTRACT CONDITIONS & INSTRUCTIONS

1. **CONTRACT PERIOD:** 12 months, from July 1, 2025 to June 30, 2026.
2. **Delivery of Bids:** Late bids will be returned unopened. Bidders should ensure packages are sealed within delivery packaging.
3. **Response Form:** Bidders **must use the official vendor response form** **without alteration**. Altered forms will result in rejection. Bidders must submit pricing for all services they intend to offer under this contract on the Vendor Response Form (Attachment A), including unit prices and applicable units of measure. Failure to provide clear and complete unit pricing may result in the bid being deemed non-responsive. A vendor may also submit an optional catalog discount (e.g., 5% off all additional services or materials) for non-core items not listed on the form. However, this catalog discount may only supplement the official vendor response form and may not be submitted in place of it.
4. **Correction of Mistakes:** All entries must be typewritten or in ink. Mistakes may be corrected with initials. All initials will be explained in a visible and appropriate place with the full name of the person making the correction.
5. **Bid Award:** The contract resulting from this Invitation to Bid (ITB) will be awarded to the lowest responsive and responsible bidder whose bid offers the best overall value to the Kentucky Valley Educational Cooperative (KVEC) and its participating member districts. Evaluation for award will be based primarily on the competitiveness of the unit prices submitted by bidders on the Vendor Response Form (Attachment A) for the services listed. KVEC may evaluate unit prices by:
	* 1. Comparing prices for specific key services expected to be most frequently utilized by member districts.
		2. Analyzing the overall competitiveness across the range of common services offered.
		3. Optionally considering estimated usage patterns if relevant to overall value.
	1. While unit pricing is the primary basis for award, KVEC reserves the right to consider other factors documented in the bid submission if necessary to determine the best value, such as the bidder's demonstrated ability to meet service requirements, qualifications, experience, references, and the range of relevant services offered.
	2. KVEC reserves the right to make multiple awards if necessary due to varying district needs.
6. **Piggybacking: Pricing may be extended to other Boards of Education that join KVEC during the contract period.** Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend to other BOEs \_\_\_\_\_
Do not agree to extend prices to other BOEs \_\_\_\_\_
7. **Taxes:** Bidders shall not include Federal Excise Tax, transportation tax, or sales tax in the quotation as these taxes do not apply to county boards of education.
8. **GIFTS AND GRATUITIES:** Acceptance of gifts from contractors and the offerings of gifts by contractors are prohibited. No employee of the boards of education or KVEC under provisions of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation any gift, kickback or gratuity. Any conflicts of interest are prohibited.
9. **REVIEW AND AWARD:**
10. **Bid Review-** After the public opening of bids, cooperative officials will require a minimum of five (5) working days for review. A representative who can respond to questions should be available by phone during bid evaluations.
11. **Bid Award System.** Bids will be awarded to the vendor with the lowest total anticipated cost based on submitted unit pricing and who has met the requirements as set forth in the bid document.
12. **Bid Evaluation-** Bids will be checked for accuracy of mathematical extensions and additions. All bids shall be subject to verification.
13. **Final Affirmation of Bid.** Upon Evaluation of returned bids, successful bidders will be notified. A Bid Award letter shall be forwarded after final approval to the successful bidder(s). Upon completion of bid evaluation & KVEC board approval. Authorized district representatives will present the recommended successful bid to their respective Boards of Education for **final approval**. At this time, district representatives will affirm bidders of acceptance by their Boards of Education.
14. **ACCESS TO BID INFORMATION/PUBLIC RECORDS:** Bids may be examined by bidders during normal working hours **only after bid award.** Official copies of the bids will be located at KVEC. **No files will be removed from sites premises.**

Written notices of award and Final Affirmation of Bid Award **emailed to responding bid department personnel and may be returned by Email.**

1. **RIGHT TO REJECT BID:** KVEC reserves the right to reject any and all bids or any part thereof. They reserve the right to make such selection as, in their judgment, is in the best interest of the boards of education. They also reserve the right to eliminate those bids where specifications have not been met.

SECTION II

Service Requirements

1. **SERVICE LEVEL:** Contractors are expected to fulfill service requests reliably and efficiently. Vendors should maintain a high rate of on-time and complete service delivery. If errors or service issues arise, contractors must respond promptly—**ideally within 48 hours**—to correct or reschedule as needed.
2. **DELIVERY CONDITIONS:** Delivery schedules or on-site service appointments must be coordinated directly with district contacts. The use of independent carriers is permitted, but vendors are responsible for any related freight or coordination costs. All deliveries or services should occur during agreed working hours unless alternate arrangements are approved.
3. **Scope of Work:** Bid items may include general services or materials as specified by each district. All work must comply with applicable local, state, and federal regulations, licensing requirements, and commonly accepted professional/industry standards for the specific type of service or good being provided.
4. **Scheduling & Communication**: Delivery of services shall be coordinated with the designated district representative.
5. **Timeframe**: All work must be completed during mutually agreed timeframes.
6. **Service Quality**: All work must be delivered to a professional standard consistent with the type of service being offered. Contractors are expected to provide safe, reliable, and well-coordinated services, including cleanup and communication with district contacts.
7. **Performance Review**: Unsatisfactory performance may result in removal from the approved vendor list. If a vendor fails to provide satisfactory service, the affected district reserves the right to use an alternate vendor from the awarded bid list who is able and willing to meet their needs.

SECTION III

General Terms & Compliance

1. **PURCHASE ORDERS AND INVOICING:**
	1. Vendors must accept individual purchase orders from each participating district. Invoices should be submitted directly to the ordering district and include sufficient detail to verify delivery of services or materials. Payment will be made upon receipt and verification of a valid invoice. Vendors are encouraged to provide monthly statements to assist with reconciliation. If the contract term spans multiple fiscal years, continued purchasing is contingent upon the availability of funding from state or federal sources.
2. **TERMINATION OF CONTRACT:**
3. **Procedure.** The contract may be canceled for cause by either party upon issuance of written notice. KVEC will terminate the contract if the successful contractor fails to perform at the level specified in the contract document, and the successful contractor may terminate the contract if the boards of education fail to meet the specified payment terms. Each party shall follow the procedure outlined below, if a contract is to be terminated:

**Step 1** Issue a warning letter outlining violations and the length of time (two weeks) to correct the problem.

**Step 2** Issue a letter of Intent to Cancel Contract, if the problem is not resolved by the given date.

**Step 3** Issue letter of Contract Cancellation.

1. **Labor Disputes.** In the event that the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by the cooperative. In the event of a labor dispute, which continues for more than ten (10) working days, the Cooperative may cancel the contract and the contractor will not be responsible for damages due to labor dispute. During the ten days, participating Cooperative(s) will discuss alternatives with the contractor.
2. **Performance Evaluation.** Contractor performance will be evaluated; unsatisfactory performance may result in removal from the eligible contractors’ list. A Vendor evaluation form is to be completed annually.
3. **Inconvenience to the Cooperative.** After acceptance, the successful contractor will be liable for any damages or expenses, including attorney fees, incurred as a result of its violations or attempts by the participants to enforce this contract.
4. **STANDARD CONTRACT CONDITIONS.**
5. **Authority.** This contract shall be governed in all respects – as to validity, construction, capacity, and performance or otherwise – by the laws of Kentucky and the United States.
6. **Civil Rights Act Compliance.** Contracts providing service under this Notice Inviting Bid, herewith, assure the Cooperative they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
7. **Tax Certification of Exemption.** State Sales and Use Tax Certificate of Exemption form will be issued upon request.
8. **Records.** The contractor agrees to **retain all books, records and other documents relative to this agreement for three (3) years after final payment.** The participants, its authorized agents, and/or State/ Federal representatives shall have full access to, and the right to examine and audit any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until state matter is closed.
9. **Certification of Compliance:**
	1. Depending upon the size of the contract, certification of compliance with provisions of the following Acts should be included in the standard terms and conditions of the Notice Inviting Bids:
* The contractor agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certify, when applicable, that no federal funds have been used to influence federal contracting decisions. If the contract is federally funded and exceeds $100,000, the contractor may be required to submit a signed certification and, if applicable, complete the Disclosure of Lobbying Activities (Form SF-LLL).
* ***All Contracts:*** Energy Policy and Conservation Act (PL 94-163); Provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder; Provision of the Fair Labor Standards Act.
* ***Contracts in excess of $10,000;*** Executive Order 11246, an Equal Employment Opportunity, as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).
* ***Contracts in excess of $250,000;*** Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Air Act (33 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15).
* ***Contracts involving research, developmental, or experimental work;*** The requirements established in USDA regulation, 7 CFR 3015.175 concerning USDA rights to copyrights, patent rights and rights to date and reporting of discoveries and inventions.
1. **Conducting Bid:** This bid will be conducted consistent with the Kentucky Model Procurement Code KRS 45A and Federal procurement laws.

1. **Equal Opportunity & Non-Discrimination**: The contractor shall not discriminate against any employee, applicant, participant, or subcontractor on the basis of race, color, national origin, sex, age, disability, religion, or any other protected status under applicable state and federal law. The contractor agrees to comply with all applicable federal equal opportunity laws, including but not limited to Executive Order 11246 and the Civil Rights Act of 1964.
2. **Bid Compliance & Expectations**: Bidders must submit responses using official bid forms provided by KVEC. Modifications to bid terms, use of unofficial forms, or failure to meet submission requirements may result in rejection. Vendors are expected to maintain a consistent record of reliable service and communication. Failure to perform as agreed may result in contract termination or disqualification from future awards.
3. **Hold Harmless:** The contractor agrees to indemnify and hold harmless KVEC and its participating districts from any claims, damages, or legal actions arising out of the contractor’s performance, including but not limited to the use of patented materials or processes, or injuries or damages caused by the contractor or its agents during the execution of the contract.
4. **Non-Bid Items:** KVEC and/or its participating members may request contract pricing on items NOT listed in this bid. These requests shall be made to the AWARDED vendor(s) and two other available vendors in order to receive three quotes. Pricing SHALL include delivery.

**SECTION V**

Return ALL attachments in this section

**ATTACHMENT A** VENDOR RESPONSE FORM

**ATTACHMENT B** CERTIFICATE OF DEBARMENT

**ATTACHMENT C** AFFIDAVIT OF NON-COLLUSION

**ATTACHMENT D** STATEMENT OF SUBMISSION

All attachments in this section must be returned

Do NOT return any other sections or attachments

 **Current KVEC member districts available for bid are:**

Ashland Independent, Barbourville Independent, Breathitt County, Carter County, Corbin Independent, Floyd County, Harlan Independent, Hazard Independent, Jackson Independent, Jenkins Independent, Johnson County, Knott County, Lawrence County, Lee County, Leslie County, Letcher County, Magoffin County, Martin County, Menifee County, Middlesboro Independent, Morgan County, Owsley County, Paintsville Independent, Perry County, Pike County, Pikeville Independent, Wolfe County

**Please strike out any district you can NOT service, however, special consideration will be given to any company who can service all districts.**

**U.S. DEPARTMENT OF AGRICULTURE**

**Certification regarding Debarment, Suspension, Ineligibility and Voluntary exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant in unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **KVEC-Operations-25/26**

 Company Name Bid Reference Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name and Title of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**NON-COLLUSION STATEMENT**

 I state that I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

 I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.
5. My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 {Signature}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 {Title}

**STATEMENT OF SUBMISSION**

We have read all the conditions and requirements of the bid invitation. In compliance with all general and specific terms and conditions of the bid invitation, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the KVEC Board and participating Boards of Education of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the bid offer accepted.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bidding Firm Contact Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address Contact E-mail

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 City, State, Zip Phone #

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 Printed name of Authorized Signatory Signature

 \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

 Date

**Acceptance of Bid as Contract**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that if my bid is accepted and approved, this document represents a contract to accept the bid as submitted. I understand that upon approval by the KVEC board of directors, a copy of this signed contract will be returned to me along with an award letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed name of Authorized Signatory Signature

 \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

 Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Jerry Green Date

KVEC Executive Director

**Bidder:**

**Contact Person:**

| **Item Description** | **Specifications / Requirements** | **Unit of Measure (UOM)** | **Firm Price** | **Escalation / Markup** | **Comments / Notes** |
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