



INVITATION TO BID

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

INVITATION NO.:	KCT-01136	RETURN ORIGINAL COPY OF BID TO:
Issue Date:	August 31, 2018	KCTCS
Method of Award:	SEE BID	PROCUREMENT TO PAYMENT SERVICES
Procurement Officer:	Bekka Korosec	BID #KCT-01136
Email:	Bekka.Korosec@kctcs.edu	300 NORTH MAIN STREET
Bids are invited on the following:	VERSAILLES, KY 40383	
	Pave, Sealcoat, Stripe – Ashland Community & Technical College	

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY September 25, 2018 by 4:00 PM EASTERN STANDARD TIME

1. Sealed Bids for furnishing the following will be received by the KCTCS Procurement to Payment Department, KCTCS, Versailles, Kentucky, until the date and time stated above. ***Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope. FACSIMILE BIDS WILL NOT BE ACCEPTED.***
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. In the event of a discrepancy between unit and extended price, the unit price shall prevail. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax. (...continued on following page.....)

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.
ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"

THIS AREA MUST BE COMPLETED

DELIVERY TIME:	NAME OF COMPANY	PHONE:
BID FIRM THROUGH:	NO. & STREET	FAX:
PAYMENT TERMS:	CITY, STATE & ZIP CODE	
F.O.B. DELIVERED ALL DELIVERY CHARGES INCLUDED IN PRICES SHOWN	SIGNATURE	DATE:
FEDERAL ID NUMBER (EIN):	TYPED OR PRINTED NAME	
	EMAIL:	

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: http://systemoffice.kctcs.edu/Vendor_Information. All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the Procurement to Payment Department at 859-256-3325.

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

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

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

NOTICE

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

INSTRUCTIONS TO BIDDERS (where applicable):

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

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

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

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

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid on a Best Value basis.

Supplier Bid Submission Checklist:	
Supplier is responsible for meeting all bid requirements (including those not listed below):	
YES	NO : Pg. 1 – Invitation to Bid completed & signed
YES	NO : Supplier did <u>not</u> include their own terms and conditions
YES	NO : Site Visit completed
YES	NO : Supplier meets minimum years in business requirement
YES	NO : Form of Proposal completed
YES	NO : All Addenda signed & included with bid (if applicable)
YES	NO : Required References listed
YES	NO : Substitute W-9 completed
YES	NO : Supplier meets all requirements throughout the Invitation to Bid

Important Dates (subject to change per applicable Addenda):

September 14, 2018 4:00 pm. EST Deadline to complete site visits

September 17, 2018 2:00 p.m. EST Deadline to submit questions. All questions
must be emailed to Bekka.Korosec@kctcs.edu

September 25, 2018 4:00 p.m. EST Deadline to submit bids

1. Scope

You are invited to bid for the establishment of a Price Contract for **Paving, Sealcoat, Striping** for Ashland Community & Technical College. The current locations include the following:

Main Lot
Ramey Lot
Oakview Lot
Daycare Lot
Technology Lot
Roberts Drive Lot

2. KCTCS Overview

The Kentucky Community and Technical College System, the largest institution of higher education in the Commonwealth, is composed of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve approximately 80,000 students and nearly 5,000 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

Key areas of emphasis include increased access to postsecondary education and educational attainment, community and economic development, workforce education and training, adult education and literacy, agriculture and rural development, nursing and allied health professions, emerging technologies and high-growth, high-wage occupations, online education, global partnerships and international education, firefighter and emergency medical professionals, and homeland security education and training. For more information, consult our website at www.kctcs.edu.

3. General

The resulting contract between KCTCS and the Supplier shall consist of (1) the Invitation to Bid and any Addenda thereto, and (2) the Supplier's Bid submission in response to the Invitation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Bid will govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language will be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Supplier, and such written clarification will govern in case of conflict with the applicable requirements stated in the Bid or the Supplier's submission. In all other matters not affected by the written clarification, if any, the Bid will govern.

4. **Description of Services**

Successful vendor to be responsible for providing the following services;

- 77500 SY – Standard Sealcoat
 - 2 coats High solids (51%) sealer (30% dilution, 4 lbs/gal sand)
- 535 SY - Excavation & rock installed by ACTC (2 areas)
 - Install 3.5" excavated island & 1.5" on walking path and roadway up to break in asphalt
- 8789 SY – Clean, prep, and tack lot. Install 2" and compact to 1.5" surface asphalt.
 - Replace existing carstops and stripe the parking lot to the existing layout. Areas behind outbuildings are excluded.
 - Mill asphalt around doors and drains to maintain current drainage right before install 2" and compact.
- Restriping – Stripe the lot to the previous layout.

5. **Safety of Persons and Property**

Protection of all persons and property shall be exercised at all times.

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

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

6. **Correction of Work Prior to Payment**

The successful supplier shall promptly correct work that is rejected by Business Affairs as failing to conform to the requirement of the Contract within forty-eight (48) hours.

In addition to being responsible for correcting the work and removing any nonconforming work or materials which are not corrected from the job-site, the successful supplier shall bear all other costs of bringing the affected work into compliance with the contract.

If the successful supplier fails to correct nonconforming work within a reasonable time, Business Affairs may take steps to correct the work itself. If, within a ten (10) day period after receipt of written notice to correct the nonconformity, the successful supplier has not made serious efforts to correct the nonconformity, Business Affairs may, without prejudice to any other remedies it may have, proceed to correct the non-conforming work.

An equitable deduction from the contract sum will be made to cover the cost of correcting the work.

7. **Inspection**

All work and completed services shall be subject to inspection by the college prior to acceptance. In the event the work and/or completed services are not in conformity with specified requirements, the college shall have the right to reject and require acceptable correction at the supplier's expense.

8. **Site Visit**

Site visit is **Mandatory**; bidders must visit the college campuses prior to submitting a bid to inspect the conditions at the site. This site visit is to inform potential bidders as to all general and local conditions that may affect the cost of performance of a contract/order that may be awarded; to the extent such information is reasonably obtainable. All questions that arise from this site visit must be directed in writing to the KCTCS Procurement to Payment Department. Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any KCTCS employee or official are not binding on the Kentucky Community and Technical College System or its constitutional agencies/colleges. Any bidders wishing to schedule a site visit must contact the college representative listed below. The college will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit.

Please contact below listed personnel to schedule a site visit **NO LATER THAN September 14, 2018 @ 4:00pm EST.**

Paul Season - paul.season@kctcs.edu
6063262027

Mike Blevins - mike.blevins@kctcs.edu
6067762626

9. Method of Award

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

Measurable Criteria

Supplier must have a minimum of three (3) years in business providing the same services that are similar to scope and size of services listed in this Invitation to Bid.

Price (100 points) - The bidder with the lowest total 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, assume \$25,000 is the low offer from bidder "A", then bidder "A" receives 100 points ($\$25,000/\$25,000 = 1.00 \times 100 = 100$). Assume \$30,000 is the next low offer by bidder "B", then bidder "B" receives 83 points ($\$25,000/\$30,000 = .83 \times 100 = 83$), etc.

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

Method of Breaking Tie Bids:

Tie low bids on the purchase of commodities may be broken in the following order if price and delivery are equal.

1. Time discount.
2. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations. (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
3. Supplier who has performed satisfactorily in the past over supplier who has not previously served the KCTCS or who has not performed in satisfactory manner.
4. Flip of coin, witnessed by at least two KCTCS personnel.

The bid file shall be documented listing one or more of the above listed factors.

10. Kentucky Reciprocal Preference Laws

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident Bidder. In evaluating proposals, KCTCS will apply a reciprocal preference against a Bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit (Resident Bidder Claim Form,) with supporting documentation affirming that it meets the criteria as set for in the above referenced statute.

Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, KCTCS will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment Services, upon request.

11. Authorization to do Business in Kentucky

The Bidder affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Bidder shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

12. Bid Submittal

Bids must be received no later than the date and time show on the front page of this Invitation to Bid. All bids must be received in a sealed envelope/package clearly identified with the Invitation to Bid Number in the lower left corner.

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

13. Multiple Bids

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

14. Rejection of Bids

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

15. Cancellation of Bids

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

16. Addenda & Amendments to Bid

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

17. Post Contract Agreements

The resulting contract and/or KCTCS Purchase Order shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company orders or other documents to complete or initiate the terms of a contract that may result from an award of this Invitation to Bid. Any documents obtained shall be non-binding on KCTCS and may be considered a breach of contract.

18. Invoices & Payments

Payment shall be made within thirty (30) working days after receipt of goods and services or an invoice except when Business Affairs has transmitted a rejection notice to the supplier.

19. Performance Bond

The supplier may be required to execute, within fifteen (15) days after receiving the Notice of Award, a performance bond or irrevocable letter of credit.

20. Previous Supplier Performance

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

21. Service Performance

All services performed under the contract will be in accordance with the terms and provisions of the contract. It will be the responsibility of the College to insure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Business Affairs Officer of the college and KCTCS Procurement to Payment Services.

Problems that may arise should be resolved between the supplier and the College. If such problems and/or disagreements cannot be resolved, they should be referred, by either party, to the Director of the Procurement to Payment Department for settlement. Since no absolute criteria for determining performance exists, the final authority and responsibility for judging performance rests with the Business Affairs Officer of the college. However, poor

performance charges must be documented and substantiated in writing, including letters and memoranda advising needed corrections.

22. Addition or Deletion of Items or Services/Locations

KCTCS Procurement to Payment reserves the right to add new and similar items or services and/or College locations/campuses, with the consent of the supplier, to any contract awarded from this Solicitation. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing may be negotiated based on the specific services required. KCTCS Procurement to Payment shall effect any such change by issuing a Modification to the contract.

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

23. Damages

The successful Supplier will be responsible for repair or replacement, at no expense to the College, any damages to roads, streets, sidewalks, curbs, utilities, plant material, lawns and structures caused by work performed under this contract or incidental thereto, whether by the successful Supplier's employees or subcontractors. Any damage must be immediately reported to Business Affairs.

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

24. Contract Assignment

The supplier is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of the Business Affairs Officer of the College and the Director of the KCTCS Procurement to Payment Services Department.

In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

25. Subcontracting

No part of the operation may be subcontracted without prior approval of the Business Affairs Officer of the College and the Procurement to Payment Department, or unless approved prior to the award of the contract.

26. Supplier Terms & Conditions

Responses submitted that include any additional supplier terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky shall be rejected. Suppliers shall refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

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

27. Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its constitutional agencies are not subject to state sales or use taxes.

28. Compliance with Federal Requirements

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatory applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

- (1) All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- (2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the

contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

- (3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the

EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant

29. Compliance With State Laws

Any contracts or orders placed as a result of an offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

30. ADA Compliance

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

31. Personal Information Security

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

32. Insurance

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

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants

Bodily Injury Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000

Products Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Automobile Liability

Bodily Injury

Each Person \$1,000,000

Each Occurrence \$1,000,000

Personal Injury Liability

Each Person \$1,000,000

Property Damage Liability \$1,000,000

Worker's Compensation Statutory
Employers Liability \$ 500,000

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

33. Workers' Compensation Insurance and Unemployment Insurance

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

34. Oral Discussions

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any State employee or official are not binding on the Commonwealth of Kentucky or its constitutional agencies or colleges.

35. Indemnity

The Supplier shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the supplier during the term

36. Questions, Solicitation Sole Point of Contact - Restriction on Communication

The KCTCS Procurement to Payment Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to Bid. Contact with KCTCS other than the Procurement to Payment department may be cause for rejection of bid. This does not preclude suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only, and to schedule a site visit.

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

Bekka Korosec

KCTCS Procurement to Payment Services

Bekka.Korosec@kctcs.edu

Phone calls will not be accepted.

All questions are to be submitted to the Procurement to Payment Department no later than September 17, 2018, 4:00PM EST via email to Bekka.Korosec@kctcs.edu.

KCTCS reserves the right to disqualify the bid/quote from bidders in violation of this provision.

FORM OF PROPOSAL

Bidder must bid on entire scope of work to be considered for contract award.

Scope of Work:

- 77500 SY – Standard Sealcoat
 - 2 coats High solids (51%) sealer (30% dilution, 4 lbs/gal sand)
- 535 SY - Excavation & rock installed by ACTC (2 areas)
 - Install 3.5" excavated island & 1.5" on walking path and roadway up to break in asphalt
- 8789 SY – Clean, prep, and tack lot. Install 2" and compact to 1.5" surface asphalt.
 - Replace existing carstops and stripe the parking lot to the existing layout. Areas behind outbuildings are excluded.
 - Mill asphalt around doors and drains to maintain current drainage right before install 2" and compact.
- Restriping – Stripe the lot to the previous layout.

Clear areas of loose debris and vegetation.

Stripe area as per existing patterns including ADA, cross walks, fire lanes, and turning and direction markings.

The bidder agrees to furnish all labor, materials, supplies and services required for fulfilling the obligations of Paving, Sealcoat, and Striping Services at Ashland Community & Technical College, in accordance with the terms, conditions and specifications contained in this Invitation to Bid and any duly issued addendum for the amount set forth above.

\$ _____ cost for total completion of proposed scope of work.

Specify Brand/Type of Seal Coating _____

Years in Business _____ (Verified through the Kentucky Secretary of State). Supplier must have a minimum of three (3) years in business providing the same services that are similar to scope and size of services listed in this Invitation to Bid.

Supplier References

Each supplier is required to submit in the space provided below three (3) references for service performed in the last five (5) years.

<u>COMPANY</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE/EMAIL</u>	<u>SIZE OF FACILITY</u>
----------------	----------------	-----------------------	--------------------	-------------------------

- 1) _____

- 2) _____

- 3) _____

Purchase Order					Purchase Order Information					<input type="checkbox"/> Check if remit address is same as PO address									
Preferred Method of Receiving Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax															<input type="checkbox"/> Check if there is a change to your Purchase order address				
Vendor Name (if different from above)																			
Order to Address																			
City					State					Zip									
Sales Contact Name					Email for PO														
Sales Contact Phone					Fax for PO														
<input type="checkbox"/> Purchase Address – Change to																			
Remittance					Remittance Address as it appears on your invoice														
Vendor Name (if different from above)																			
Remit to Address																			
City					State					Zip									
Remit to Contact Name					Email														
Remit to Phone					Fax														
<input type="checkbox"/> Remit to Address – Change to																			

Wherever possible we desire to replace check payments with an electronic payment (ACH - direct deposit transfer). In order to switch your payment type if already established from paper check to electronic transfer we will need your bank account information entered on this substitute W-9 form. Your email address will only be used to notify you when an electronic payment is issued, to notify you of the issuance of a purchase order, or to notify you of other official business correspondence. Your e-mail and/or banking information will not be shared or distributed outside KCTCS' Business Services Division and will be used solely for KCTCS business applications.

Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)	
Name on Bank Account:	
Bank Name (include branch name if applicable):	
Bank Routing Number (9-digit ABA #):	Bank Account Number:
Mark only one (should match information noted above): <input type="checkbox"/> Checking: <input type="checkbox"/> Savings:	
E-mail address -- Please print LEGIBLY -- Required for electronic notification of payment to your bank account.	
Mark if this is a: <input type="checkbox"/> Establishment of a new direct deposit <input type="checkbox"/> Change of existing direct deposit	
Email change only <input type="checkbox"/> New email address to where payment notification to be sent:	

I hereby authorize and request KCTCS to initiate credit entries for payment to my account. If necessary, a debit entry may be made in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error at the financial institution named. The electronic payment data remains in effect until withdrawn by written notification to KCTCS, 300 North Main Street, Versailles, KY 40383.

PRINTED NAME

Authorized Signature

Date