

(ADVERTISEMENT)

**OWNER: Middle Kentucky CAP, Inc.  
171 Howell Heights  
Jackson, KY 41339**

**INVITATION FOR BID (IFB)**

Middle Kentucky CAP is seeking sealed bids for blacktop paving. All bids must include delivery and installation to 171 Howell Heights, Jackson, KY 41339.

This Invitation for Bid is subject to a contract between Middle Kentucky CAP and the Kentucky Transportation Cabinet (KYTC) and the Federal Transit Administration, U.S. Department of Transportation. This procurement is also subject to all the requirements of all applicable future requirements that may be imposed, except to the extent FTA and the Cabinet determines otherwise in writing.

**Middle Kentucky CAP hereby gives notice that it will receive sealed bids for blacktop paving.**

Mailing Address:

**Middle Kentucky CAP, Inc.  
Darrell R. Shouse, Executive Director  
171 Howell Heights  
Jackson, KY 41339  
Attn: Sealed Bids**

**Deadline to receive Sealed Bids is Thursday, September 21, 2017 at 9:00 a.m. EST.**

**Date and Time of Bid Opening: Thursday, September 21, 2017 at 9:00 a.m. EST**

**At the time indicated above, the bids will be publicly opened and read at the following location:**

**Middle Kentucky CAP, Inc.  
171 Howell Heights  
Jackson, KY 41339**

**If you have any questions prior to the Sealed Bid Opening, you may email those to the following: [admin@mkcap.org](mailto:admin@mkcap.org)**

This Bid Package is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Bids must remain effective for a period of ninety (90) days from the bid opening date to allow purchases.

**Instructions for Bidders:**

**AI. Bid Notice**

**OWNER: Middle Kentucky CAP, Inc.  
Darrell R. Shouse, Executive Director  
171 Howell Heights  
Jackson, KY 41339**

**INVITATION FOR BID (IFB)**

Middle Kentucky CAP is seeking sealed bids for blacktop paving. All bids must include delivery and installation to 171 Howell Heights, Jackson, KY 41339.

This Invitation for Bid is subject to a contract between Middle Kentucky CAP and the Kentucky Transportation Cabinet (KYTC) and the Federal Transit Administration, U.S. Department of Transportation. This procurement is also subject to all the requirements of all applicable future requirements that may be imposed, except to the extent FTA and the Cabinet determines otherwise in writing.

Middle Kentucky CAP hereby gives notice that it will receive sealed bids for **Blacktop Paving**.

Mailing Address: **Middle Kentucky CAP, Inc.  
Darrell R. Shouse, Executive Director  
171 Howell Heights  
Jackson, KY 41339  
Attn: Sealed Bid**

**Deadline to receive Sealed Bids is Thursday, September 21, 2017 at 9:00 a.m. EST.**

**Date and Time of Bid Opening: Thursday, September 21, 2017 at 9:00 a.m. EST**

**At the time indicated above, the bids will be publicly opened and read at the following location:**

**Middle Kentucky CAP, Inc.  
171 Howell Heights Jackson, KY 41339**

**If you have any questions prior to the Sealed Bid opening, you may email those to the following:  
[admin@mkcap.org](mailto:admin@mkcap.org)**

This Bid Package is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Bids must remain effective for a period of ninety (90) days from the bid opening date to allow purchases.

## **A.2 Intent of IFB**

It is the intent of this IFB to require the bidder to provide pricing for blacktop paving. The contract must stay open for 90 days from the award date.

No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written approval from KYTC/OTD.

## **A.3 Pre-Bid Meeting**

A pre-bid meeting will not be held.

## **A.4 Federal Model Clauses**

The attached Federal Model Clauses must be included and signed on the back page and other appropriate sections by Bidders.

## **A.5 Bid Opportunity Form**

The attached Bid Opportunity Form must be completed and signed.

## **A.6 Responsive Bid**

In order for this Bid to be responsive, the following documents are required:

- *Federal Model Clauses (signed) (Section A)*
- *Bid Opportunity List (Section B)*

## **A.7 Acceptance of Bids**

The purchaser reserves the right to accept any bid or to reject any and all bids on such basis as purchaser deems to be in its best interest, subject to applicable federal and state laws and regulation, which require the purchaser to award to the lowest responsive and responsible bidder. Awards shall be made only to responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement.

## **A.8 Contractual Obligation of Bidder**

Each proposal by the bidder shall be submitted with the understanding that within ninety (90) days of bid opening, the acceptance in writing by the purchaser shall constitute a contract between the bidder and the purchaser which shall bind the bidder to furnish and deliver at the bid price in accordance with the conditions of said accepted proposal. Unless extended by the bidder, in writing, prior to the expiration of the ninety-(90) day period, the bid expires and no award may be made thereunder.

## **A.9 Clarifications and Protests:**

A minimum of five (5) days before the bid opening, all potential-bidders may request the purchaser to give clarification of approved equals for portions of the specification. Written notice of any changes or approved equals allowed will be mailed no less than five (5) days prior to bid opening to all potential bidders. The bidder must comply with all specified items or the bid will be considered non-responsive. No exceptions to the specification will be allowed after the bid opening.

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the Appeal Procedures "Model Clauses".

**A.10 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the OWNER and KYTC from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Blacktop/Paving, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.

**A.11 Brand Names**

Even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

**A.12 Non-discrimination Assurance**

A contract with the Contractor must include the following assurance: The Contractor, sub recipient of subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**A.13 Disabilities Act**

This project must be in compliance with the American with Disabilities Act Accessibility Guidelines (ADAAG) and the Transportation ADA regulations, 49 CFR Part 37.

**A.14 Summary of items to be supplied with Bid --- N/A**

**A.15 Disadvantaged Business Enterprises (DBE) and Small Businesses**

This bid package is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*

The OWNER hereby notifies all bidders that in consideration and award of a contract that minority or disadvantaged business enterprise will be afforded an opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, sex, creed, religion, color, national origin, age, disability, or veteran status.

In regard to the arrangement of the solicitation, times for the bid opening, delivery schedules, etc. these will be made in a manner to facilitate participation by Small Businesses Concerns. The definition, size standards, and average gross receipts of Small Businesses are found in 13 CFR Part 121."

## **A.16 Liquidated Damages**

As actual damages for any delays in completion are impossible to determine, the Contractor and his surety shall be liable for, and pay to the OWNER, in accordance with the General Conditions the aggregate sum of \$100 as fixed and agreed liquidated damages for each calendar day of delay until the contract work is substantially completed and accepted.

Liquidated damages for final completion will be \$100 per calendar day.

The OWNER shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contract Work, or to sue and recover compensation for damages for failure to substantially complete the Work, within the time stipulated herein. Said liquidated damages shall cease to accrue from date of Substantial Completion.

## **A.17 Appeal/Protest Procedures**

### Appeal Procedures Prior to Bid Opening

Any protests, prior to bid opening must be submitted in writing and received by the procuring agency at least seven (7) calendar days prior to bid opening. This seven (7) calendar day deadline may be waived by the procuring agency for good cause shown. The procuring agency's response shall be in writing and set forth the reasons for its response. The procuring agency will postmark its response no later than seven (7) calendar days prior to bid opening, unless the seven (7) calendar day deadline had been extended as above. A bidder may submit further documentation on an adverse decision by the procuring agency, but no new issues will be considered.

A bidder may seek KYTC/OTD review of the procuring agency's determination. Such review shall merely be considered oversight reconsideration and shall not constitute adjudication by KYTC/OTD with respect to the rights of the bidder. Requests for such review must be initiated by the bidder in writing by sending a letter to the procuring agency, with a copy to KYTC/OTD, requesting KYTC/OTD review. The letter must be received by the procuring agency and KYTC/OTD not less than five (5) calendar days before bid opening. Requests for review received less than five (5) calendar days before bid opening will not be considered. The procuring agency must immediately furnish KYTC/OTD a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, KYTC/OTD will consider the complaint letter and correspondence and documentation provided by the procuring agency, as well as any additional information obtained through KYTC/OTD'S specific requests to the procuring agency, bidder, or other third party. KYTC/OTD will not substitute its judgment for that of the procuring agency, unless the matter specifically relates to state or federal laws, regulations or procedures.

Upon receipt of the letter requesting KYTC/OTD review, the procuring agency must immediately contact KYTC to determine if the bid opening should be postponed. If the bid opening is postponed, the procuring agency must notify all prospective bidders who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed until KYTC/OTD has issued its decision. Upon receipt of KYTC/OTD'S decision, the procuring agency must issue an appropriate addendum rescheduling the bid opening.

A request for review may be withdrawn by letter from the bidder to the procuring agency, with a copy to KYTC/OTD, received at any time before KYTC/OTD has issued its decision.

KYTC/OTD'S decision on any request for review under these procedures is final, and no other request will be considered by KYTC/OTD. Said decision will be rendered by letter to the procuring agency, with a copy to the bidder, and will set forth the reasons for KYTC/OTD'S decision.

#### Appeal Procedures After Bid Opening

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered. Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by the procuring agency within ten (10) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by the procuring agency under contract provisions or other remedies, if available. Protests submitted to the procuring agency shall:

- (a) Include the name and address of the protestor.
- (b) Identify clearly the procurement under which the protest is being submitted.
- (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- (d) Indicate the action, ruling or relief desired from the procuring agency.

The procuring agency will review the protest and render its decision in writing within ten (10) calendar days of receipt of the protest, setting forth reasons for its decision.

The procuring agency is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of the procuring agency as to protests shall be final and conclusive, unless, within ten (10) calendar days of the date a decision was rendered by the procuring agency, a written appeal of the same is submitted by the bidder and received by the procuring agency, with a copy to KYTC/OTD. This will constitute a request for review by KYTC/OTD of the procuring agency's action. Such review shall merely be considered oversight reconsideration and shall not constitute adjudication by KYTC with respect to the rights of the bidder. The procuring agency must immediately furnish KYTC/OTD a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, KYTC/OTD will consider only the appeal letter and correspondence and documentation provided by the procuring agency, as well as additional information obtained through specific requests to the procuring agency, bidders, protestor, or other third party. KYTC/OTD will not substitute its judgment for that of the procuring agency unless the matter specifically relates to state or federal laws, regulations or procedures. Any requests for review shall, in addition to (a)-(d) above, include:

- (e) A statement of the grounds for review and any supporting documentation. (The grounds for review must be fully supported, but KYTC/OTD will not consider additional material not submitted to the procuring agency unless specifically requested by KYTC/OTD.)

(f) A copy of the protest filed with the procuring agency and copy of the agency's decision. KYTC/OTD may request additional information from the procuring agency and/or the protester. Additional information must be submitted as expeditiously as possible, but in no case later than ten (10) calendar days after the request.

If the request for review is submitted prior to award of a contract, the procuring agency will not award until the matter is resolved. If the contract has been awarded prior to the request for review, the contractor shall proceed diligently with the performance of the contract in accordance with the procuring agency's decision. The decision of KYTC/OTD shall be set forth in writing with reasons stated and shall be final and conclusive. The parties to the review may mail or otherwise furnish to FTA (if applicable) a written appeal.

#### **A.18 Terms of Payment**

A contract resulting from this bid shall be subject to completion of delivery. The OWNER will make payment within the guidelines of a payment schedule proposed by the Contractor and agreed upon by both parties. Completion and acceptance of the Blacktop/Paving will not release the Contractor from liability of any repair of faulty workmanship or materials found after final payment has been made.

#### **A.19 Warranties**

The Contractor must provide information on warranties and support for the materials that warranties apply. The proposed support and associated costs will be taken into consideration in the award of a contract. Any standard warranty shall apply. All warranties shall provide, at a minimum, that all replacement materials and repairs (including labor) needed due to defects in material and workmanship will be furnished promptly without charge. The warranty time period(s) shall begin on the date the Blacktop/Paving is delivered.

#### **A.20 Access to Site**

KYTC/OTD personnel have the right to go on site for an inspection for the work being completed at any time during the contract period.

#### **A.21 Access to Records**

KYTC/OTD/FTA personnel have the right to inspect/audit to grant records at any time during grant period.

#### **A.22 Assignability**

No part of the agreement can be significantly changed with the prior approval of KYTC/OTD.

#### **A.23 Termination**

The OWNER may immediately terminate the contract resulting from this IFB for any of the following reasons:

a. Termination for Convenience (General Provision)

The OWNER may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The

Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the OWNER to be paid the Contractor. If the Contractor has any property in its possession belonging to the OWNER, the Contractor will account for the same, and dispose of it in the manner the OWNER directs.

b. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the OWNER may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is determined by the OWNER that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the OWNER, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**A.24 Dispute Resolution**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the claim.

**A.25 Equal Opportunity/Affirmative Action employer and is a Drug Free Work Place**

The OWNER is an equal opportunity/affirmative action employer and is a Drug Free Work Place.

**A.26 Veterans Employment**

Recipients and sub-recipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**A.27 Applicable Laws Clause**

This agreement shall be in accordance with the laws of the Commonwealth of Kentucky, Federal law, and rules of the Federal Transit Administration.



**A.28 No Geographical Preference**

Middle Kentucky CAP, Inc. has no geographical preference in regards to this IFB.

**B. BID PROPOSAL FORM**

To: \_\_\_\_\_  
\_\_\_\_\_

In compliance with your Invitation for Bids (IFB), of which this Bid Proposal Form is a part, for solicitation of bids to be opened on **Thursday, September 21, 2017 at 9:00 a.m. EST** the undersigned proposes to furnish all labor, equipment, and materials as listed below and perform all work for furnishing same in accordance with the above-referenced IFB:



The undersigned acknowledges receipt of the following addenda to the IFB:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_



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

1. That I am the bidder, partner, or officer or employee of the bidding corporation having authority to sign on its behalf;
2. That the bid(s) covering the above-mentioned IFB has been arrived at by the bidder independently and have 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 IFB, 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 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 opening of the bid or bids.
4. That the bidder is legally entitled to enter into the contracts in the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 and 164.390, and;
5. That I have fully informed myself regarding the accuracy of the statements made above.

**B.1 NOTICE**

1. Any agreement or collusion among bidders or prospective bidders which restrain, tend 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 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.

---

Name of Individual, Partnership, or Corporation

---

Address

---

Authorized Person (Print or Type) Authorized Signature

---

Title of Authorized Person Date



---

Contracting Officer (Print or Type) Authorized Signature

---

Title of Contracting Officer Date of Award

### **C. Specification**

Middle Kentucky CAP is seeking bids for 3,145 square yards of 2" deep asphalt (estimated need of 346 tons) with striping at the Transit Facility located at 171 Howell Heights, Jackson, KY 41339.