



KEDC

904 Rose Road,
Ashland, KY 41102-7104
Phone (606) 928-0205
Fax (606) 928-3785

June 20, 2001
Outside Plant Construction
Bid Invitation

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Section

1

**Please sign and return all forms in SECTION ONE
in a sealed envelope marked
with the appropriate bid number to:**

**KEDC
Attn: Technology Services Dept.
Bid # OPC- 2001-07
904 Rose Road
Ashland, KY 41102-7104**

**If you have any questions about the bid itself call
606-928-0205 and ask for Technology Services Dept.**

Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on KEDC Official Forms. Bids submitted on other than KEDC Forms may be rejected.

Thank you for your participation.

If you no longer want to receive bid invitations please notify us and your name will be removed from the vendor database.

AUTHENTICATION OF BID AND STATEMENT OF NON-CONFLICT OF INTEREST

I hereby swear or affirm under penalty of false swearing as provided by KRS 432.170:

- ➔ That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation):
- ➔ That the attached bid(s) covering Kentucky Educational Development Corporation Outside Plant Construction Bid Invitation to bid have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor or materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- ➔ That 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 bids and will not communicate to any such person prior to the official opening of the bid or bids.
- ➔ That the bidder is legally entitled to enter into the contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A).
- ➔ I understand the Kentucky Educational Development Corporation bidding and purchasing is conducted consistent with KRS 45 Chapter A, the Model Procurement Code. Further, I understand that any person who violates any provisions of KRS 45A.045 shall be guilty of a Class D Felony and shall be punished by a fine no less that \$10,000 no more than \$20,000.

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

VENDOR: _____

PHONE: (____) _____

CERTIFICATION OF DISBARMENT AND SUSPENSION

By signature below, I certify on behalf of the company and its key employees that neither the company or its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

Signature: _____

Company: _____

Date: _____

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

904 ROSE ROAD

ASHLAND, KY 41102-7104

Steve Smith, Director of Technology Services ext #214

Jerry Prince, Technology Cabling Supervisor ext #239

(606) 928-0205

KEDC BID RESPONSE FORM

Page 1 of 3

REFERENCE: OPC 2001-07

CLOSING TIME FOR BIDS: 3:00 p.m.

DATE: June 27, 2001

Fill in the pricing below for each line item your firm can provide. List any stipulations to the prices below on company letterhead attached to this Bid Response Form.

Aerial Installation

| | | |
|--|----------|----|
| Set and Furnish 35' Class 4 Utility Pole | \$ _____ | EA |
| Additional Charge To Set Above Pole In Rock Hole | \$ _____ | EA |
| Install Screw Anchor (include guy) | \$ _____ | EA |
| Install Rock Anchor (include guy) | \$ _____ | EA |
| Install Down Guy & Guy Guard | \$ _____ | EA |
| Remove Existing Utility Pole | \$ _____ | EA |
| Remove Existing Down Guy | \$ _____ | EA |

Underground Installation

| | | |
|---|----------|-------|
| Trenching 6" x 24" Deep and backfill | \$ _____ | FT |
| Trenching 6" x 36" Deep and backfill | \$ _____ | FT |
| Boring 3" | \$ _____ | FT |
| Boring 4" | \$ _____ | FT |
| Boring 6" | \$ _____ | FT |
| Directional Boring | \$ _____ | FT |
| Install Galvanized Rigid Riser Guard (including materials) | \$ _____ | EA |
| Install Galvanized Rigid Riser Guard with 18" deep Concrete base (including materials) | \$ _____ | EA |
| Hand Digging | \$ _____ | FT |
| Rodding Conduit | \$ _____ | FT |
| Remove & Replace Concrete (including materials) | \$ _____ | SQ FT |

KEDC BID RESPONSE FORM

Page 2 of 3

Underground Installation - Continued

| | | |
|--|----------|-------|
| Remove & Replace Asphalt (including materials) | \$ _____ | SQ FT |
| Saw Cut | \$ _____ | FT |
| Rock (Hoe Ram) | \$ _____ | FT |
| Backhoe | \$ _____ | FT |
| Jackhammer | \$ _____ | FT |
| Dig up 3' x 3' x 18" | \$ _____ | EA |
| Dig up 4' x 4' x 24" | \$ _____ | EA |
| Install 2" Conduit in Trench | \$ _____ | FT |
| Install 3" Conduit in Trench | \$ _____ | FT |
| Install 4" Conduit in Trench | \$ _____ | FT |
| Trench Compaction | \$ _____ | FT |
| Install Pull String (include materials) | \$ _____ | FT |
| Grass Seeding | \$ _____ | FT |
| Install Handhold Box with Lid (w/gravel base) | \$ _____ | EA |

Materials

| | | |
|---|----------|----|
| 2" PVC Schedule 40 Flexible Conduit | \$ _____ | FT |
| 3" PVC Schedule 40 Flexible Conduit | \$ _____ | FT |
| 4" PVC Schedule 40 Flexible Conduit | \$ _____ | FT |
| 2" PVC Schedule 40 Conduit | \$ _____ | FT |
| 3" PVC Schedule 40 Conduit | \$ _____ | FT |
| 4" PVC Schedule 40 Conduit | \$ _____ | FT |
| 20" x 36" x 20" deep Fiberglass Hand Hold Box w/lid | \$ _____ | EA |

Trip Charge

Distance from Vendor to Job Site – Both Directions

Hourly Rate Per Man Including Equipment
To Complete Work Listed Above \$ _____ Per Hour

KEDC BID RESPONSE FORM

Page 3 of 3

VENDOR NAME: _____

DATE: _____

ADDRESS: _____

CITY: _____ **STATE** _____ **ZIP** _____

BIDDER'S SIGNATURE: _____

OFFICIAL TITLE: _____

PRINTED NAME _____

PHONE NUMBER: (____) _____

FAX: (____) _____

In addition to this form, include with your sealed bid:

- 1) Statement of Submission
- 2) Certification of Disbarment and Suspension
- 3) Authentication of Bid and Statement of Non-Conflict of Interest

KEDC MEMBERSHIP LIST

| DISTRICT | CITY | | DISTRICT | CITY |
|-----------------------|----------------|--|--------------------|--------------|
| Ashland Ind. | Ashland | | Ludlow Independent | Ludlow |
| Augusta Ind. | Augusta | | Madison County | Richmond |
| Barbourville Ind. | Barbourville | | Magoffin County | Salyersville |
| Bath County | Owingsville | | Martin County | Inez |
| Beechwood Ind. | Fort Mitchell | | Marion | Lebanon |
| Bellevue Ind. | Bellevue | | Mason County | Maysville |
| Berea Ind. | Berea | | McCreary County | Stearns |
| Boone County | Florence | | Menifee County | Frenchburg |
| Boyd County | Ashland | | Mercer County | Harrodsburg |
| Bullitt County | Shepherdsville | | Middlesboro Ind. | Middlesboro |
| Butler County | Morgantown | | Monticello Ind. | Monticello |
| Campbell County | Alexandria | | Morgan County | West Liberty |
| Carter County | Grayson | | Nelson County | Bardstown |
| Casey County | Liberty | | Paintsville Ind. | Paintsville |
| Caverna Ind. | Cave City | | Pendleton County | Falmouth |
| Corbin Independent | Corbin | | Perry County | Hazard |
| Dayton Independent | Dayton | | Pike County | Pikeville |
| East Bernstadt Ind. | East Bernstadt | | Pikeville Ind. | Pikeville |
| Edmonson County | Brownsville | | Powell County | Stanton |
| Elliott County | Sandy Hook | | Pulaski County | Somerset |
| Erlanger-Elsmere Ind. | Erlanger | | Raceland Ind. | Raceland |
| Estill County | Irvine | | Ramey-Estep Homes | Ashland |
| Fairview Ind. | Ashland | | Robertson County | Mt. Olivet |
| Fleming County | Flemingsburg | | Rockcastle County | Mt. Vernon |
| Floyd County | Prestonsburg | | Rowan County | Morehead |
| Franklin County | Frankfort | | Russell Ind. | Russell |
| Garrard County | Lancaster | | Russellville Ind. | Russellville |
| Glasgow Ind. | Glasgow | | Science Hill Ind. | Science Hill |
| Greenup County | Greenup | | Scott County | Georgetown |
| Hart County | Munfordville | | Silver Grove Ind. | Silver Grove |
| Jackson County | McKee | | Somerset Ind. | Somerset |
| Jackson Ind. | Jackson | | Southgate Ind. | Southgate |
| Johnson County | Paintsville | | Todd County | Elkton |
| Kenton County | Erlanger | | Walton Verona Ind. | Walton |
| Knox County | Barbourville | | Wayne County | Monticello |
| Lawrence County | Louisa | | Whitley County | Williamsburg |
| Leslie County | Hyden | | Williamsburg Ind. | Williamsburg |
| Lewis County | Vanceburg | | Wolfe County | Campton |
| Lincoln County | Stanford | | | |
| Logan County | Russellville | | | |

Section



KEDC EXPLANATION AND MISSION OF BID

It is the intent of the Kentucky Educational Development Corporation Technology Services Consortium to eliminate the need for KEDC and KEDC Bid members to individually bid Outside Plant Construction such as Trenching, Boring, Directional Boring, and Utility pole installation. Through cooperative bidding and purchasing we intend to generate enhanced competitive pricing without compromising the serviceability to the school districts.

Geographical awards:

This is a Coop Wide Bid and any exceptions must be clearly stated and attached to this bid. Enclosed in Section One is a list of current KEDC Member districts to be serviced by this bid.

Multiple Awards:

It is our intent to make multiple awards on this bid. This decision will be based on the **LOWEST EVALUATED BIDS** (see criteria page). This will be at the discretion of KEDC.

CRITERIA FOR EVALUATION OF BID

KEDC will use the following criteria when evaluating the Outside Plant Construction Bid. Each of the following elements will be weighted accordingly.

- 1. Pricing.....40%**
- 2. The vendor's past performance with KEDC.....30%**
- 3. The vendor's ability to service ALL KEDC Districts20%**
- 4. Additional options offered by vendor.....10%**

The bidder's ability to meet KEDC's requirements will be an important consideration in the evaluation of this bid. KEDC may inspect the bidder's facilities to ensure that the bidder can provide the necessary services specified under this agreement.

REQUIREMENTS OF CONTRACTORS DOING BUSINESS WITH THE COOPERATIVE

The purpose of this policy is to set forth the expectations of the Kentucky Educational Development Corporation (KEDC) regarding all contractors' obligations to follow federal, state, and local laws and regulations while conducting business with Kentucky Educational Development Corporation.

Any contract between KEDC and a business or individual that calls for supplying KEDC with goods or services shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.

All contractors providing goods or services to KEDC will assure KEDC they are conforming to the provisions of the Civil Rights Act of 1964 as amended. Further, contractors shall comply with the Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60); the Copeland Act 18 U.S.C. 874 as supplemented in the Department of Labor regulation (29 CFR part 3).

Contractors shall comply with all applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. Included in this provision is the compliance of contractors with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926).

In connection with the contractor's performance of work under any contract or bid award offered by KEDC, the contractor(s) shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Contracts with KEDC shall include the provision granting KEDC employees the right to access to the contractor's records.

MAXIMUM FREE AND OPEN COMPETITION

It is the clear intention of the Kentucky Educational Development Corporation to foster all procurement transactions in a manner to provide, to the maximum extent practicable, open and free competition. (20 U.S.C. 1221 e—3(a)(1) and 3474, OMB Circular A—110)

KEDC shall make positive efforts toward procuring and utilizing small business and minority owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts with KEDC.

All procurement procedures developed and implemented by KEDC shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All KEDC bids and solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used as a means to define the performance of other salient requirements of procurement, and when so used the specific features of the named brand that must be met by bidders/offer's are clearly specified.

KEDC shall use procuring instruments such as fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts, where appropriate and or required by state law and which promotes the best interest of KEDC and its programs and services. KEDC shall not use a "cost-plus-a-percentage-of-cost" method of contracting.

Contracts will be entered into by KEDC with only responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be made by KEDC for such matters as a contractor's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. KEDC may be required by federal grants to seek prior approval by the granting agency for purchases of an aggregate amount of \$5,000 or more in the event of receiving only one bid or proposal.

KEDC shall follow the principles of cost analysis in the review and evaluation of proposals or bids to determine if the bidder meets the requirements of reasonableness, allocatability, and allowability.

KEDC shall, for all purchases that exceed \$10,000, maintain procurement files that include the basis for contractor selection; justification for lack of competition when competitive bids or offers were not obtained; basis for award cost or price; and a system for contract administration so as to insure contractor conformance with the terms, conditions and specifications of the contract, and to ensure adequate and timely follow-up of all purchases.

KEDC shall follow all laws of the Commonwealth of Kentucky requiring bidding of goods or services in excess of \$10,000.

KRS 45A.455 CONFLICT OF INTEREST GRATUITIES AND KICKBACKS USE OF CONFIDENTIAL INFORMATION

- 1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract; or subcontract; and any solicitation or proposal therefore, in which to his knowledge:
 - a) He, or any member of his immediate family has a financial interest therein; or
 - b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c) Any other person, business or organization with whom he or any member of this immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigations, auditing, or in any other advisory capacity.
- 2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee, or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
- 3) It is breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
- 5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual anticipated personal gain, or the actual or anticipated personal gain of any other person.

Each party shall follow the following procedure if the contract is to be terminated:

- Step 1. Issue a warning letter outlining the violations and state the length of time to correct the problem(s).
- Step 2. Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.
- Step 3. Issue letter to cancel contract.

GENERAL INFORMATION

1. Due to the nature of construction jobs, distances for trenching, boring, and directional boring will vary. Please inform us of any discounts that your company offers. Volume discounts tied to large jobs will be accepted and are encouraged (refer to Terms Page).
2. The Bid price shall include all required permits.
3. This bid covers any KEDC Bid Member Districts and KEDC, NKEC & SESC Cooperative Offices.

Purchase of Services and Materials not specifically provided on the KEDC Bid Response Form:

1. KEDC and KEDC schools may exercise their rights to purchase all non-bid items from the contractor that has been awarded the contract.
2. Non-bid items shall be quoted at market price or less and shall be subject to the same auditing provisions as bid items. The initial quote on non-bid items shall become the official bid price for the remainder of the bid period in which it was quoted.

Job Scheduling:

Jobs will be scheduled by mutual consent of KEDC/School District and Contractor.

Transmittal of Orders:

KEDC shall issue purchasing guides to its member districts. KEDC and School Districts will use formal purchase orders in ordering from the contractor. The Contractor may use salespeople for in-person and/or telephone solicitation of orders in accordance to a mutually arrived schedule developed between the school and/or school district and the contractor.

Time of Completion:

The vendor must agree to complete installation within a reasonable time frame agreed upon by the School District and Vendor. Failure to provide awarded services within this time frame will be construed as a default on the bid. Stated services may then be awarded to the next lowest evaluated bidder and the vendor's name will be removed from KEDC's list of qualified bid vendors.

Vendor Contact:

Vendor will designate one individual who will represent them to KEDC members during the agreement period. This contact person will correspond with each ordering district for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed, this information will be distributed to KEDC Bid Member Districts upon award of this bid.

Volume Discounts:

Volume discounts can be offered as a part of this bid. These discounts can be tied directly to the size of job. If your company can offer any additional discounts based upon size of the job, provide the additional discount schedule on company letterhead. All discounts are taken into consideration through the evaluation process.

Performance and Payment Bond:

A performance and payment bond may be required on some jobs. List the charge for the bond on the KEDC Bid Response Form.

Warning and Termination of Contract:

KEDC or participating school districts may terminate the contract if the contractor fails to perform at the service level specified in the bid document. Contracts may be terminated at any time, on 30 days notice upon the mutual agreement of both parties or upon the discretion of KEDC, in a shorter period of time, if the terms of the contract are violated in any way. The contractor may terminate the contract if the school districts fail to meet mutually agreeable and specified payment terms.

Each party shall follow the following procedure if the contract is to be terminated:

Step 1. Issue a warning letter outlining the violations and state the length of time to correct the problem(s).

Step 2. Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.

Step 3. Issue letter to cancel contract.

In the event the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of the contract impossible, KEDC or the school districts shall not hold the contractor liable.

The Board of Education may terminate the contract entered into by it and the successful bidder for any reason that a court would consider as sufficient for termination of the contract.

Bid Prices:

The prices quoted shall be the complete delivered price in all cases, as per unit described on the bid form.

Contract Period:

The term of the contract proposed in response to this IFB shall be for the period beginning July 1, 2001 through June 30, 2002, with the option to renew on a year to year basis not to exceed three (3) renewals.

The optional renewal of this contract shall be formalized by mutual agreement between KEDC and the awarded vendor. However, KEDC's agreement to extend shall depend on the past performance of the vendor, the quality of installed products, the responsiveness of warranty services, and the current contract item pricing.

Orders & Payments:

All purchase orders and payments to the contractor shall be mailed to the order addresses and remit to stated on the Notice of Award of term price contract, regardless of any differences stated by the sales representative or stated on the invoice. Only one (1) order address and one (1) remit address are allowed per any price contract.

Invoices:

The vendor, directly to the member receiving delivery, shall submit invoices for items ordered, delivered and accepted by the member, unless otherwise stated on the contract. All invoices shall show the contract number and purchase order number.

Other Payment Information:

Initial invoice period shall commence upon date accepted by the ordering member. After installation is complete and invoices submitted to the using member, it shall be the responsibility of the using member to make payment. For projects scheduled to take more than 60 calendar days to complete, partial payment may be requested by the contractor. Jobs with partial payments shall have a 20% retainage withheld until the final completion of the job. Any questions concerning payment should be addressed to the ship-to address listed on the District purchase order. Do not submit invoices, past due statements, etc. to KEDC.