



INVITATION TO BID

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

INVITATION NO.: KCT-00760	RETURN ORIGINAL COPY OF BID TO:
Issue Date: March 3 , 2010 Method of Award: Low Total per project Purchasing Officer: Sheila Miller Phone: (859) 256-3191	KCTCS PURCHASING DEPARTMENT 300 NORTH MAIN STREET VERSAILLES, KY 40383

Bids are invited on the following: Flooring

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY March 25, 2010 by 4:00 PM Eastern Standard Time

1. Sealed Bids for furnishing the following will be received by the Purchasing 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 shall 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. 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 Do Not Quote Sales Tax.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: NET 30 Must Accept Purchase Order	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	

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://www.kctcs.edu> Vendors – Opportunities to Bid

All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website: [http://www.kctcs.edu/Vendor Information/General Terms and Conditions.aspx](http://www.kctcs.edu/Vendor%20Information/General%20Terms%20and%20Conditions.aspx) or you may request a copy be mailed to you by contacting the Purchasing Department at 859-256-3191.

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 KRS45A.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:

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 low total per project bid basis. In the event no satisfactory bids are received, we reserve the right to award on a group award basis. Separate purchase orders may not be issued unless there is a savings of at least \$25.00 to KCTCS.

Scope

You are invited to bid on the following Flooring removal and replacement for the Kentucky Community and Technical College System (KCTCS), Hazard Community & Technical College, One Community Dr, Hazard KY 41701 and 101 Vo-Tech Drive, Hazard 41701

Method of Award

The Kentucky Community and Technical College System (KCTCS) intends to issue an order to the lowest responsive and responsible vendor who meets the Terms, Conditions, and Specifications of this Invitation to Bid.

Site Visit - Mandatory

Site visit to be coordinated Eli Stidham **Projects 3, 4 & 5** at (606) 487-3349 or Cell – (606) 438-5528 at the Devert-Owens Building at Technical Campus; 101 Vo-Tech Drive Hazard KY 41701

Projects 1 & 2 contact is Tom Caudill (606)–487-3157 at Main Campus: 1 Community College Drive Hazard KY 41701

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.

Alternates

Alternate equipment proposed by a bidder as equivalent must meet or exceed the manufacturer's specifications for each product listed in this Invitation to Bid. Vendors bidding alternate equipment must submit complete literature and specifications with their bid in order for an evaluation by KCTCS to be made. Failure to submit complete literature may be cause for rejection of bid.

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.

Inspection

All supplies and equipment shall be subject to inspection or tests by the college prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, the college shall have the right to reject them or require acceptable correction at the vendor's expense.

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.

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.

Warranty

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the college upon delivery of the equipment or product.

INSURANCE

Prior to the beginning of the contract, the contractor will furnish to the Business Officer of the Community College 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 Purchasing Division. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

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.

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.

Questions

All questions are to be submitted to the Purchasing Department **not later than 7 days prior to bid opening**, via fax (859-256-3124) or email (preferred) to: sheila.miller@kctcs.edu

Including but not limited to the following specifications

Community Campus – One Community College Dr.

ITEM	QTY	MODEL/DESCRIPTION	UNIT PRICE	EXT. PRICE
1		<p>Community Campus – Project 1 – Commodore Room</p> <p>Requisition 5235 Building 0701 – Room - 00201</p> <p>Remove existing carpet Install 12 x 64 J & J Invision style: 9706 Plateau Color: 8703 (Rewa)</p> <p>Install: 1 / 4" rubber double stick padding for commercial applications</p> <p>Install Nafco 4" Vinyl base Color: CB-82) to match carpet</p> <p>Furnish all materials, tools, equipment, etc. to perform the requested work.</p> <p>Materials</p> <p>Labor (includes removal of existing materials)</p> <p>Freight</p> <p>Work to be performed Monday-Friday 8:00am to 4:30 pm</p>		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

Project 1

Total

\$ _____

(Includes: All materials, labor, tools, equipment, etc. to perform the requested work.)

ITEM	QTY	MODEL/DESCRIPTION	UNIT PRICE	EXT. PRICE
2		<p>Community Campus – Project 2 - Building – 0701 Stairwell</p> <p>Remove old stair treads and risers Remove landing tile</p> <p>Install Flexco 48" Low Profile S/N Stair Treads Color: Color: 014 Medium Gray</p> <p>Install 48" Risers Color: Color: 014 Medium Gray</p> <p>Install 18" x 18" Landing Tile (middle landing) Color: Color: 014 Medium Gray</p> <p>Furnish all materials, tools, equipment, etc. to perform the requested work</p> <p>Materials</p> <p>Labor (includes removal of old materials)</p> <p>Freight</p> <p>Work to be performed Monday-Friday 8:00am to 4:30 pm</p>		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

Project 2

Total

\$ _____

(Includes: All materials, labor, tools, equipment, etc. to perform the requested work.)

Tech Campus – 101 Vo-Tech Drive

ITEM	QTY	MODEL/DESCRIPTION	UNIT PRICE	EXT. PRICE
3		<p>Tech Campus – Project 3- Devert Owens Bldg Rooms and Halls (Rooms: 00111, 00115D, 00111A, 00111B, 00115A, 00112, 00111C, 00111D, 00113, 00115B, 00115B, 00111B, 00115B, 00111E, 00110, 00110A). No number for Hallway.</p> <p>Remove and dispose of existing carpet and base</p> <p>Install 12 x 360 Shaw Industries style: J0069 No Limits (480 SqY) Color: to be selected</p> <p>Install 1920 lft 4" covebase Color: to be selected</p> <p>Pull and put back customers 1 /4" round in conference room</p> <p>Furnish all materials, tools, equipment, etc. to perform the requested work.</p> <p>Materials</p> <p>Labor (includes removal of existing materials)</p> <p>Freight</p> <p>Work to be performed Monday-Friday 8:00am to 4:30 pm</p>		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

Project 3

Total

\$ _____

(Includes: All materials, labor, tools, equipment, etc. to perform the requested work.)

Tech Campus – 101 Vo-Tech Drive

ITEM	QTY	MODEL/DESCRIPTION	UNIT PRICE	EXT. PRICE
4		<p>Tech Campus – Project 4- Mining Lab</p> <p>Remove and dispose of existing carpet and base, floor prep of substrate</p> <p>Install Mannington VCT (60 cnts) 2700 SQF Color: to be selected</p> <p>Install 240 lft - 4" Vinyl Cove Base Color: to be selected</p> <p>Furnish all materials, tools, equipment, etc. to perform the requested work.</p> <p>Materials</p> <p>Labor (includes removal of existing materials)</p> <p>Freight</p> <p>Work to be performed Monday-Friday 8:00am to 4:30 pm</p>		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

Project 4

Total

\$ _____

(Includes: All materials, labor, tools, equipment, etc. to perform the requested work.)

Tech Campus – 101 Vo-Tech Drive

ITEM	QTY	MODEL/DESCRIPTION	UNIT PRICE	EXT. PRICE
5		<p>Tech Campus – Project 5- D & O Bldg – Room # 107</p> <p>Requisition 5216</p> <p>Remove and dispose of existing carpet and base, floor prep</p> <p>Install 12 x 200 Kraus carpet style: 1922 memorandum Color: 34 Storm cloud</p> <p>Install 200 lft - 4" Black Base Color: to be selected</p> <p>Furnish all materials, tools, equipment, etc. to perform the requested work.</p> <p>Materials</p> <p>Labor (includes removal of existing materials)</p> <p>Freight</p> <p>Work to be performed Monday-Friday 8:00am to 4:30 pm</p>		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

Project 5

Total \$ _____

(Includes: All materials, labor, tools, equipment, etc. to perform the requested work.)

Post Contract Agreements

The resulting contract and 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.

Separate invoicing will be allowed for - each project, as completed