**INVITATION FOR BID**

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

<table>
<thead>
<tr>
<th>INVITATION NO.:</th>
<th>K-0759-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>2-10-16</td>
</tr>
<tr>
<td>Title:</td>
<td>Bike Shelters</td>
</tr>
<tr>
<td>Contracting Officer:</td>
<td>Jim Sutton</td>
</tr>
<tr>
<td>Phone:</td>
<td>859-257-5406</td>
</tr>
</tbody>
</table>

**RETURN ONE ORIGINAL COPY AND ONE CD OF BID TO:**

UNIVERSITY OF KENTUCKY
PURCHASING DIVISION BID DESK,
BID # K-0759-15
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

**Issue Date:** 2-10-16

**Title:** Bike Shelters

**Contracting Officer:** Jim Sutton

**Phone:** 859-257-5406

**IMPORTANT: BIDS MUST BE RECEIVED BY 3-1-16 @ 3:00 P.M. LEXINGTON, KY TIME**

The University’s General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm), apply to this Invitation for Bid. When the Invitation for Bid includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the Invitation for Bid.

**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 Kentucky Revised Statutes (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 for Bids, 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 the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
5. That the Bidders, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
6. That I have fully informed myself regarding the accuracy of the statement made above.

**COLLUSION PROHIBITED**

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, in accordance with KRS 45A.325.

**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 KRS 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 these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

**ALL BIDS ARE TO BE “F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED”**

**DELIVERY AFTER RECEIPT OF ORDER:**

**NAME OF COMPANY:**

**PHONE:**

**FEDERAL EMPLOYER ID NO.:**

**ADDRESS:**

**FAX:**

**PAYMENT TERMS:**

**ADDRESS:**

**E-MAIL:**

**SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED**

**CITY, STATE & ZIP CODE:**

**WEB ADDRESS:**

**DUNS #**

**SIGNATURE:**

**DATE:**

**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.

Revised January 1, 2015
UNIVERSITY OF KENTUCKY  
INSTRUCTIONS TO BIDDERS

All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1  Preparation of Bids

1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky’s General Terms and Conditions.

1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder’s risk.

1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.

1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).

1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.

1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an “addendum” to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder’s response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.

1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Purchasing Division. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder’s disqualification.

1.8 Unless otherwise stipulated in a bidder’s response, the bidder’s offer is in strict accordance with the University’s specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder’s risk and the University may determine the bid to be non-responsive.

2  Submission of Bids

2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.

2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Purchasing Division.
2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.

2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.

2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 Specification Requirements

3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.

3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.

3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.

3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.

3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.

3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.

3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.

3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.

4.2 The term “Responsible Bidder” means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the University that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

4.3 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the University reserves the right to
make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.

4.4 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University 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. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

4.6 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5 Payment and Taxes

5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order. The University’s standard payment terms are net 30 days after acceptance.

5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.

5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.

5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

6. Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company 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”), Company 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 University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors 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 Company abides by the requirements set forth in that exception; (iv) cooperating with University 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 Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.
SCOPE

This Invitation for Bids is for the purchase of Bike Shelters for the University of Kentucky, Lexington, Kentucky.

TERMS AND CONDITIONS

The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm apply to this Invitation to Bid. When the Invitation for Bid includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidders presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s proposal.

INVITATION SUBMISSION AND DEADLINE

The University of Kentucky accepts deliveries of IFB’s Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, IFB’s must be received by 3:00 pm Lexington Kentucky time on the date specified on the IFB in order to be considered.

NOTE: Bidders are requested to include a CD with their bid response in addition to the printed hard copy of the bid.

BIKE SHELTERS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Bicycle shelters

1.2 REFERENCES

A. Federal Specifications (Fed. Spec.):
   1. QQ-A-200/9C(1) ... Extruded aluminum members 6063-T5, et. al.
   2. TT-S-001657 ... Sealants, Type 1.

B. American Society for Testing Materials (ASTM):
   1. C-920-79. Elastomeric Joint Sealants Type S, Class 12, Grade NS


H. Standards of the American Welding Society.

I. AISC Publications:
   2. Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings, including Commentary.
   3. Structural Welding Code - Steel

1.3 DESIGN REQUIREMENTS

A. Basic Wind Speed: mph. Design to Lexington, KY (Typical)

B. Exposure Category: Design to Lexington, KY (Typical)

C. Basic Snow Load: Design to Lexington, KY (Typical)

1.4 SUBMITTALS

A. Specified Manufacturer: Product shall be as manufactured by Duo-Gard Industries, Inc., Canton, MI. Requests for approval of other brands shall be submitted to owner 14 days prior to bid date and shall be accompanied by complete product data, drawings, and references, as described below. Samples submitted upon request.
B. Product Data: Submit manufacturer's product data, including materials, components, finish and all accessories and equipment furnished.

C. Shop Drawings: Submit manufacturer's shop drawings, including plans, elevations, sections and details, dimensions, anchorage, fasteners and locations, flashing and seal details if applicable, finish, and options.

D. Erection Drawings: Submit manufacturer's instructions and drawings, and develop erection procedures to enable field installation and repair.

E. Manufacturer's Project References: Submit list of completed projects including project name and location and type of shelters manufactured.

F. Warranty: Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications:
   1. Continuously engaged in Shelter manufacturing with a minimum of 10 year successful experience.
   2. Able to demonstrate successful performance on comparable projects.
   3. Responsible for all components, including structural design.

B. Installer's Qualifications:
   1. Authorized by manufacturer to install Shelters.
   2. Trained by manufacturer's standard training methods and policies.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name, manufacturer, and location of installation with detailed written instructions for installation.

B. Storage: Store materials in a clean, dry area indoors in accordance with manufacturer's instructions.

1.7 WARRANTY

A. Warranty Period: One year starting on date of substantial completion.

PART2 PRODUCTS

2.1 MANUFACTURER

A. "Parachute" model, 9' x 31', by Duo-Gard Industries Inc., or equal as may be approved by the University.

2.2 GLAZING
A. Roof panels shall be sealed as required to provide a water-proof barrier in compliance with Fed. Spec. II-S-001657 using ASTM C-920-79 sealants.

2.3 STRUCTURAL FRAMING

A. Steel members, unless otherwise noted:
   2. Cold-Formed Tubing: ASTM A 500 Grade B. ASTM A 513 where req’d.
   3. Pipe: ASTM A 53, Type E or S, Grade B.
   4. Black and hot-dipped zinc coated, for welded and seamless steel pipe for ordinary use: ASTM A 120.
   5. Zinc (hot-galvanized) coatings, for products fabricated from rolled, compressed, and forged steel shapes, plates, bars, and strips: ASTM A 123.

A. The shelter glazing trim and other components shall be fabricated using 6063-T5 extruded aluminum members Fed. Spec. QQ-A-200/9C(1). 6061-T6 and 6005-T6 alloy/temper shall be used where required.

B. Shelter shall be engineered to provide a framework of adequate structural integrity to satisfy the uniform building code (USC), and to meet the requirements for snow, wind and seismic loading for the location(s) being considered.

C. PE Stamped drawings from a licensed engineer in the state which the project is located are required to prove structural capability.

D. Fasteners:
   1. Roof framing, accessories, amenities, wall/roof trim: aluminum.
   2. High strength bolts and nuts: ASTM A 325 or A 490.
   3. Unfinished bolts and nuts: ASTM A 307 Grade A (to be unexposed in completed product, or finished in field).

D. Shelter framing components, and the method of fastening them to the supporting foundations, shall be capable of withstanding lateral loads per ANSI A58.1, the UBC, or applicable local building codes, whichever is more stringent.

2.4 MATERIALS

A. Roof sheathing/glazing shall be shall be: translucent polycarbonate structured sheet, standing seam metal (choose), Black
   1. Translucent polycarbonate structured sheet: Multi-wall polycarbonate sheet in 8mm, 10mm, 16mm, 20mm thickness, depending on project and system requirements. Edges and joints to be trimmed with extruded aluminum (or polycarbonate) glazing system, finished to match. Polycarbonate tint to be: clear.
   2. UV stabilization: Coextruded into panels, not coated. U-Value, ASTM C 236: 0.58
   4. Resist Yellowing: Maximum 10 delta for a minimum of 10 years.
   5. Expansion and Contraction: Design components with provisions for expansion and contraction due to a 120 degree F temperature variation.
   6. Fire Reaction Class A ASTM E-84.
B. Joint Sealant:
   1. Factory-Applied Sealant: Gunnable, non-hardening, elastomeric sealant. ASTM C 920, Type S, Class 12, Grade NS. Fed Spec TT-S-1657, Type 1.n.
   2. Field-Applied Sealant: Approved by shelter manufacturer. As specified in Section 07920.

C. Field Fasteners:
   1. Comply with shelter manufacturer's instructions for fastener types, quantities, and usage.

2.5 COLOR AND FINISH

Steel shall be: hot-dip galvanized, or sand/bead blasted and immediately sand/bead blasted and painted with Tnemec Tneme Zinc 90-97 primer undercoat, Tnemec Series N69 Hi-Build Epoxoline 2- Part Epoxy midcoat, and Tnemec Series 73 Endura-Shield topcoat (choose) Black.

A. Salt Spray Testing Information - Product designed to allow no more than 1/32" rust creepage at scribe after 10,000 hours of exposure.

B. Exterior Exposure Testing Information - Product designed to no more than 1/64" rust creepage at scribe after (5) years industrial exposure.

C. Aluminum to be painted to match steel frame with the same two-part epoxy finish and/or top coat.

PART3 EXECUTION

3.1 EXAMINATION

A. Examine areas to receive shelters. Notify Architect of conditions that would adversely affect installation. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Ensure location to receive shelter is clean, flat, level, plumb, square, accurately aligned, and correctly located.

3.3 INSTALLATION

A. The manufacturer shall provide installation instructions complete with diagrams. Installation shall be performed by the manufacturer or his representative (option). The manufacturer shall guarantee the installation for a period of one (1) year from the date of acceptance.

3.4 CLEANING
A. Clean shelters in accordance with manufacturer's instructions.

B. Clean inside and outside of shelters immediately after installation.

C. Do not use harsh cleaning materials or methods that would damage the metal finish or glazing.

3.5 PROTECTION

A. Protect installed shelters from damage during construction.
## PROPOSAL FORM

<table>
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<th>Item No.</th>
<th>Catalog No. / Description</th>
<th>Qty.</th>
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<td></td>
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**GRAND TOTAL**  
$____________