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

INVITATION NO.: UK-1860-18
Issue Date: 4-23-18
Title: Ready Mix Concrete
Contracting Officer: Jim Sutton
Phone: 859-257-5406

RETURN ONE ORIGINAL COPY AND ONE CD OF BID TO:
UNIVERSITY OF KENTUCKY PURCHASING DIVISION BID DESK,
BID #UK-1860-18, BID DATE 5-4-18
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

IMPORTANT: BIDS MUST BE RECEIVED BY 5-4-18 @ 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, 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, 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”

THIS AREA MUST BE COMPLETED

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 5, 2017
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 to establish a Price Contract for Ready Mix Concrete for the University of Kentucky, Lexington, Kentucky.

CONTRACT PERIOD

The Price Contract(s) established from this Invitation for Bids will be in effect for one year from date of award with the option to renew for four (4) additional years in one year increments upon mutual consent of the University and the successful contractor.

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.

INSURANCE REQUIREMENTS

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract</td>
<td>$2,000,000 each occurrence (BI &amp; PD combined)</td>
</tr>
<tr>
<td>$2,000,000 Products and Completed Operations Aggregate</td>
<td></td>
</tr>
<tr>
<td>Business Automobile Liability covering owned, leased, or non-owned autos</td>
<td>$1,000,000 each occurrence (BI &amp; PD combined)</td>
</tr>
</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers’ Compensation) in favor of the University, its trustees and employees.

PRICE CHANGES

Prices will remain firm for the initial period (see contract period) of the price contract. The University or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in the Purchasing Division in writing 30 days prior to the end of the current contract period. Upon approval by the Purchasing Division, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

EXTENDED PRICING

Is the bidder willing to extend pricing to other state universities and University affiliate organizations within the Commonwealth of Kentucky?

YES ☐ NO ☐
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.

SCOPE

This contract is for the manufacturer and delivery of satisfactory ready-mix concrete product.

- Product to be delivered to designated sites and placed in the forms or delivery buggies.
- Ready mix product will be as required by mix guidelines of Federal and Local Building codes.
- Concrete orders will be made by designated individuals (list to be provided).
- The ready mix for each delivery will be stated by the party requesting the product.
- Where and when possible, the Project Manager on site will aid the drivers in chute wash-down or excess concrete dump location.

CANCELLATION CLAUSE

The contract may be canceled by either party by giving the other (30) thirty days written notice prior to the effective cancellation date.

INVOICING AND PAYMENT PROCEDURES

For each request for ready mix product, the Requestor shall provide a project number for invoicing. Vendor is to submit proper invoices to the address indicated on the official concrete document. The following items are to be included on each invoice:

1. Official Contract number
2. Purchase/Request Order Number
3. Requestor Name
4. Quantity Requested
5. Strength requested
6. Ship-to-Address
7. Item Total Cost
8. Other appropriate information if needed

Payment will be made upon approval by the requestor and the receipt of the invoice. If invoice pricing is not in accordance with the University Contract or other questionable situation(s) that cannot be resolved between the Facilities Business Office and the Vendor, the UK Purchasing Division will be used as the arbitrator on the situation.
VENDOR QUALIFICATIONS

The Vendor shall be in good standing in the community as to reputation and with the Better Business Bureau. Distance from the University of Kentucky and deliver time from introduction of the product in the truck and travel/delay time to the work site will be a consideration.

INSURANCE REQUIREMENTS

(By Purchasing if required)

EQUIPMENT

The Vendor shall provide any equipment needed to deliver and place the product at the designated location or in buggies (if required).

TESTING

Should the University choose to test the delivered ready-mix product for specified strength and the product should fail the testing, the Vendor will be liable for the labor to replace the failed product and to provide the replacement ready-mix product at no cost.

NOTICE AND SERVICE THEREOF

Any notice to the Vendor from the Owner, relative to any part of this contract, shall be in writing and considered delivered and the service thereof completed when said notice is posted by registered mail to the said Vendor at the last known address, or it may be delivered in person to the said Vendor or his authorized representative on the work site.

TERMINATION FOR CONVENIENCE

The University of Kentucky, Division of Purchasing, reserves the right to terminate this agreement without cause with a 30 day written notice. Upon receipt by the Vendor of “Notice of Termination”, the Vendor shall discontinue all deliveries with respect to the applicable agreement. The cost of any agreed upon deliveries provided by the Vendor will be calculated at the agreed upon rate prior to “Notice of Termination”, and a fixed fee contract will be pro-rated (as appropriate).

ITEM ADDITIONS TO CONTRACT

The University of Kentucky reserves the right to add related items to the contract provided with mutual consent.

PRODUCT

1. Cement Concrete, General
   Cement concrete shall consist of a mixture of Portland Cement, fly ash, fine aggregate, coarse aggregate, air entrainment, combined in the proportions, and mixed to the consistency specified.

2. Cement
   Cement, unless otherwise specified, shall conform to ASTM C150 for Portland Cements and ASTM C595 for Blended Hydraulic Cements.

3. Cement types
   Cement types for use by the University of Kentucky are as follows:
   a. Type IA-S (25% fly ash ASTM C595 and ASTM C618)
   b. Type IIIA high early strength (ASTM C150)

4. Fine Aggregate
   Fine aggregate consists of natural sand having clean grains, free from injurious amounts of clay, flaky material, lignite, organic material and other such foreign substances shall meet the requirements of ASTM C33.

5. Coarse Aggregate
   Coarse Aggregate shall be crushed stone or gravel having clean, hard, particles. Crushed stone is preferred for coarse aggregate; gravel shall not be used except when requested or specified by the Owner for exposed aggregate concrete. It
shall be free from injurious amounts of soft, friable, thin, elongated or laminated pieces, shall meet the requirements of ASTM C33.

6. Water
Water shall be kept free from injurious amounts of oil, acid, alkali, organic matter, or other such deleterious substances. A rule of thumb to follow is that when the water is fit to drink, it is suitable for concrete.

7. Admixtures
Admixtures acceptable to the University of Kentucky are:
   a. **Accelerant**
   b. **Air entraining admixtures (ASTM C226)**
   c. Antifreeze agents
   d. Bonding admixtures
   e. Coloring agents (ASTM C979)
   f. Hardeners (All exposed concrete slabs indicated to receive hardener shall be thoroughly cleaned at completion of project). Apply hardening compound in strict conformance with manufacturer's directions.
   g. Retarder (ASTM C494, Type B) for use:
      a. At temperatures greater than 90 degrees F, or
      b. For use on exposed aggregate surfacing.
   h. Super plasticizers (ASTM C1017, Type 1)

**NOTES:**
1. Antifreeze agents containing chlorides are expressly prohibited in University of Kentucky concrete.
2. Free flowing concrete shall be provided only on request and shall be provided only by using admixtures (super plasticizers) expressly designed for that purpose. Water shall not be used.

**CONCRETE PROPERTIES**

1. General
The consistency of the concrete shall be such as to produce a mixture that will work readily into the corners and angles of the forms and around reinforcement, but without permitting the materials to segregate or excess water to collect on the surface.

2. Final Mix Concrete
Unless otherwise specified, the mixed batch of concrete ready for have the following characteristics:
   • 4000 PSI minimum strength at 28 days
   • Maximum water to cement ratio 0.50
   • Maximum fly ash 25% by volume
   • 6 percent air entrained by volume
   • Slump shall be 3"-4".
   • When concrete is to be poured at temperatures less than 40 degrees F, high heat of hydration Type IIIA cement shall be used.

3. Transporting and Delivery
Concrete shall be delivered and discharged within 1½ hours or before the drum has revolved 300 times after:
   • The introduction of water to the cement and aggregate or,
   • Cement to the aggregate.

PROPOSAL FORM

**PRODUCTS**

Ready Mix:

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<thead>
<tr>
<th>ITEM</th>
<th>PRODUCT</th>
<th>TYPE</th>
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