



Commonwealth of Kentucky SOLICITATION

TITLE: Disaster Emergency Debris Monitoring Services

DATE ISSUED 2010-08-09	SOLICITATION CLOSES Date: 2010-08-20 Time: 10:00:00	SOLICITATION NO. RFB 605 110000077
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I S S U E D B Y	KYTC-Div of Purchases Ben McCray	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
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V E N D O R	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	R E M I T T O	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:
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FOR INFORMATION CALL:

Ben McCray
502-564-4630

ONLINE BIDDING PROHIBITED

Yes

OWNERSHIP TYPE:

Sole Proprietorship Partnership Corporation

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default Commodity Group

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Principal in Charge 600.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

The Principal-in-Charge is a senior ranking company representative responsible for the overall operation. The responsibilities of the Principal-in-Charge include, but are not limited to, assurance of technical, administrative, labor, quality, and federal reimbursement objectives have been met in accordance with KYTC standards.

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	US			US	

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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2 Project Manager 2,600.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

The Project Manager is responsible for the day-to-day operations of the engagement. The responsibilities of the Project Manager include, but are not limited to, providing assistance to the Principal-in-Charge in the administration of the contract with the KYTC; enforcement of the contract provisions; serving as the primary point of contact for KYTC staff; maintaining appropriate staffing levels; implementation of quality assurance and control measures; review of daily activity; ensuring that appropriate activities are reimbursable to the client under various grant programs (including the FEMA Public Assistance and FHWA Emergency Relief programs); review and submittal of invoices; and overall management and oversight of the KYTC project.

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3 Deputy Project Manager 1,600.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

The Deputy Project Manager is responsible for providing backup support for the Project Manager. The Deputy Project Manager will serve in a subordinate role to the Project Manager and will fill in for the Project Manager at times when the Project Manager is temporarily unavailable.

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4 Data Manager 7,500.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

The Data Manager oversees the entering, tabulating, and organization of collection and disposal data into FEMA-required formats and TCEQ-required formats. Similar forms may be required for submission under FHWA/Es Emergency Relief program. The Data Manager provides regular updates on the quantities and types of debris collected. The Data Manager designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.

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5 Field Supervisor 24,500.00 HR

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98888 Tree Trimming and Pruning Services

Extended Description

Field Supervisors are assigned for both collection and disposal operations. The Field Supervisor(s) for collection operations are responsible for coordinating all collection monitoring activity for their assigned debris contractor within their designated zones or areas. Field Supervisors for disposal operations are responsible for coordinating all monitoring activity at each of the approved Temporary Debris Storage and Reduction site locations. In this capacity, the Disposal Field Supervisors resolve disposal site issues, review load tickets for accuracy, certify the cubic yard capacity on collection vehicles, and serve as immediate field contacts for all parties. All field supervisors will likely serve as liaisons with the debris contractors and provide assistance in the dispatch and coordination of Contractor resources.

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6 Disposal Site Monitor 37,000.00 HR

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98888 Tree Trimming and Pruning Services

Extended Description

Disposal Site Monitors are responsible for viewing inbound and outbound debris from wind damage, ice or snow storm, flooding, earthquake, or other disasters or emergencies as declared by the Governor of the Commonwealth of Kentucky from towers at the approved TDSRS locations.

This is done to verify truck percentages full, types of waste, and that trucks have been fully unloaded. Disposal Site Monitors also coordinate the handling of load tickets that record required FEMA and FHWA data. The Contractor shall provide load tickets for the operation to their monitors at no additional cost to the KYTC. The tickets shall be considered incidental expenses.

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7 Collection Monitor 240,000.00 HR

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98888 Tree Trimming and Pruning Services

Extended Description

In order to obtain FEMA and FHWA reimbursement, all loads must be monitored on-route by Collection Monitors. Collection Monitors shall ensure that the debris collected has been taken from the right-of-way within areas designated by the KYTC, and that the debris is ice storm, flood, (or other specified event) related. Collection Monitors also monitor the identification, selection and removal of damaged trees and branches. Collection Monitors document the collection effort on load tickets which provide FEMA/FHWA required data. Contractor shall provide load tickets at no additional cost to the KYTC. The tickets shall be considered an incidental expense.

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8 Project Coordinator 20,000.00 HR

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98888 Tree Trimming and Pruning Services

Extended Description

The primary responsibility of the Project Coordinator is to organize and maintain project data including load tickets, truck certifications, leaner / hanger photographs, etc. Project Coordinators also assist the Project Manager and Operations Manager in resolving various operational issues on a daily basis (e.g. crew quits early and monitor needs to be reassigned, etc.).

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9 Load Ticket Data Entry Clerk 26,500.00 HR

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98888 Tree Trimming and Pruning Services

Extended Description

Load Ticket Data Entry Clerks serve to enter load ticket and other data into spreadsheet or database format acceptable to FEMA, agencies administering the FHWA Emergency Relief program, NRCS/USDA, and KYTC. Clerks also provide secondary review of data quality and attempt to resolve anomalies.

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10 Billing Invoice Analyst 1,000.00 HR

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98888 Tree Trimming and Pruning Services

Extended Description

The Billing/ Invoice Analyst works to support the Billing/Invoice Manager in matters assigned related to the analysis of contractor submitted invoices and data necessary to evaluate those invoices.

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11 Billing Invoice Manager 3,500.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

The Billing/Invoice Manager works with the Data Manager to ensure the entering, tabulating, and organization of collection and disposal data into FEMA/FHWA required formats. The Billing/Invoice Manager develops regular updates on the quantities and types of debris collected. The Billing/Invoice Manager provides quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.

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12 Operations Manager 9,000.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

The Operations Manager reports to the Project Manager and provides daily oversight to the Field Supervisors. The Operations Manager is additionally responsible for coordinating the scheduling of monitoring personnel with Scheduler/Expediter and resolving personnel-related issues.

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13 Citizen Drop-Off Site Monitor 2,000.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

Citizen Drop-off Site Monitors are responsible for monitoring inbound citizen ice storm, flood, (or other event) debris to approved citizen disposal locations. In addition, Citizen Drop-off Site Monitors coordinate the transportation of ice storm, flood, (or other event) debris from the Citizen Disposal Site to the closest TDSRS.

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14 GIS Operator 20.00 HR

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98888 Tree Trimming and Pruning Services

Extended Description

The GIS Operator is a GIS skilled employee that works to support the debris management effort, as directed by the KYTC.

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15 FEMA Coordinator/Specialist 20.00 HR

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

The FEMA/FHWA/NRCS coordinator is responsible for the oversight of all Field Monitoring activities to ensure compliance with FEMA/FHWA regulations and disaster-specific guidance. The FEMA/FHWA coordinator is also responsible for evaluating and assessing the impact of FEMA regulations and disaster-specific guidance on other existing project operations and, if necessary, implementing process changes to ensure FEMA compliance. The FEMA/FHWA/NRCS coordinator is responsible for ensuring that all field activities conform to FHWA/Es Emergency Relief regulations.

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16 Lifts for Debris Sites 200.00 DAY

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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98888 Tree Trimming and Pruning Services

Extended Description

Contractor to provide lifts as needed at Debris Management Sites to monitor debris loads coming and leaving the sites to insure accurate measurement of debris loads. Lifts shall meet all OSHA standards..

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Evaluation Criteria

The following criteria will be used when determining the award of this solicitation

Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>
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	Years in Business receives points	10	
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PRICE	Lowest Bidder Receives Points	75	
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	Documented references receives points	15	
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Addendum 1 8-9-2010

This addendum is being issued to insert a new line item as number 16. This line is for vendors to enter pricing for the use of lifts that may be needed at various Debris Management Sites. Pricing to be provided will be with a unit of measure as day.

No other changes have been made and the bid opening date will remain August 20, 2010.

Section 1—Specifications or Scope of Work

1.00—Specifications of Commodity and/or Service Requirements

1.01-Overview

The Kentucky Transportation Cabinet (KYTC) is issuing this solicitation to establish a statewide Master Agreement for Monitoring Services for use during the removal, reduction and disposal of vegetative debris or for other Disaster/Emergency related activities as a result of a Disaster/Emergency requiring monitoring services in the Commonwealth of Kentucky. Several areas may be declared as disaster areas by the President of the United States because of the effects from a weather related event or other incident resulting in a Federal Emergency Management Agency (FEMA) Major Disaster Declaration in the State of Kentucky.

The Vendor shall monitor and properly document the debris removal and disposal activities and perform other Disaster/Emergency activities as directed. The Vendor shall be knowledgeable and have experience in the provision of services for reimbursement through the FEMA Public Assistance Program, Federal Highway Administration (FHWA) ER Program, and other Federal Agencies including Natural Resources Conservation Service (NRCS) and the United States Army Corps of Engineers (USACE). The Vendor shall be required to interact with Debris Removal and Debris Disposal Contractor(s) working with KYTC to remove vegetative debris from the Public Right-of-Way and taking the cleared debris to Cabinet approved Debris Management Sites (DMS) for quality control and disposal. KYTC estimates the contractor may need to provide 3-15 monitors per county depending on the work being performed and the extent of damage in each county. The actual number of monitors needed will be determined by KYTC on a daily basis and will be based on the number of crews working in each county.

The awarded vendor may be required to include pre-event planning and training, post-disaster project management, debris removal and other contract monitoring services, documentation and data management, and to assemble all documentation for FEMA, FHWA, and NRCS to write Project Worksheets, Detailed Damage Inspection Reports and/or other agreements with governmental agencies, invoicing review and reconciliation, technical assistance, temporary disposal site selection and monitoring, program management and administration, database reporting, payment monitoring and reconciliation process, disaster relief coordination with federal agencies, and event closure. The vendor shall also furnish all trucks or other transportation for its employees, computers, scanners, digital cameras, and lifts at the DMS.

The Monitoring Contractor and their employees shall not have a vested interest in the Debris Removal or Debris Disposal Contract(s) or Contractor(s). The Vendor with a vested interest in the aforementioned

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shall be excluded from bidding on this solicitation since this situation would create a conflict of interest as the Vendor cannot monitor their work.

Vegetative debris is defined as whole trees, uprooted tree stumps, tree branches, tree trunks, and other leafy material.

During an event requiring monitors KYTC intends to provide the number of monitors required on each Friday for the following week. Vendors shall be reimbursed for hours worked monitoring at any of the sites as directed by KYTC. Payment shall only be made for actual hours worked. Payment will not be made for hours not worked due to weather or contractor inactivity (reference Section 1.21-Invoice Requirements). KYTC would prefer the vendor will be able to provide 100% of the required number of monitors on a daily basis. It is understood that illness and unexpected emergencies arise; therefore, KYTC will accept an 85% ratio. Should the ratio of required monitors fall below 85%, the contractor shall provide additional workforce within forty-eight (48) hours of notification that additional monitors are needed.

1.02-Locations to be Served

The Kentucky Transportation Cabinet intends to award one (1) contract that will serve all twelve Highway Districts. Highway Districts and counties are identified below:

KYTC Highway District 1 includes Fulton, Hickman, Carlisle, Ballard, McCracken, Graves, Calloway, Marshall, Livingston, Crittenden, Lyon and Trigg counties.

KYTC Highway District 2 includes Caldwell, Union, Henderson, Webster, Hopkins Christian, Muhlenberg, McLean, Daviess, Hancock, and Ohio counties.

KYTC Highway Districts 3 includes Allen, Barren, Butler, Edmonson, Logan, Metcalfe, Monroe, Simpson, Todd, and Warren.

KYTC Highway District 4 includes Breckinridge, Grayson, Green, Hardin, Hart, Larue, Marion, Meade, Nelson, Taylor, and Washington.

KYTC Highway District 5 includes Bullitt, Franklin, Henry, Jefferson, Oldham, Shelby, Spencer, & Trimble.

KYTC Highway District 6 includes Boone, Kenton, Campbell, Bracken, Pendleton, Grant, Owen, Gallatin, Carroll, Harrison and Robertson.

KYTC Highway District 7 includes Anderson, Bourbon, Boyle, Clark, Fayette, Garrard, Jessamine, Madison, Mercer, Montgomery, Scott, and Woodford.

KYTC Highway District 8 includes Adair, Casey, Clinton, Cumberland, Lincoln, McCreary, Pulaski, Rockcastle, Russell, and Wayne.

KYTC Highway District 9 includes Bath, Boyd, Carter, Elliott, Fleming, Greenup, Lewis, Mason, Nicholas, and Rowan.

KYTC Highway District 10 includes Breathitt, Estill, Lee, Magoffin, Menifee, Morgan, Owsley, Perry, Powell and Wolfe.

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KYTC Highway District 11 includes Bell, Clay, Harlan, Jackson, Knox, Laurel, Leslie, and Whitley.

KYTC Highway District 12 includes Floyd, Johnson, Knott, Lawrence, Letcher, Martin, and Pike.

1.03-General Conditions

Bidders shall provide references for five (5) projects of similar complexity indicative of experience that documents past performance within the last five (5) years, as related to this solicitation. At least three (3) of the references shall be from governmental entities for disaster debris monitoring experience involving a minimum of 1,000,000 cubic yards of debris. The references shall provide identification of governmental clients for whom similar services have been provided including name of client, client contact person, and the complete description of services performed.

The Vendor shall provide information regarding whether or not the Vendor has had a contract related to monitoring activities cancelled within the past five (5) years. If so, state the name and address of the other contracting party and reason for cancellation.

The vendor shall provide a listing of available resources including available staff, materials, and equipment as much as possible for evaluation.

1.04-Collection Monitoring of Public Right-of-Way

Vendor shall provide collection monitor(s) with each of the trimming and loading crews to ensure each load is related to the disaster and is eligible for Federal reimbursement. Inspection is required for all crews either preparing vegetative debris for removal or actually removing the vegetative debris. The Vendor shall initiate use of a multi-part ticket system in the field for each load and the ticket shall contain information related to the location of the debris, time, date, truck identification, truck driver, etc. The name of the county, route name, and mile point shall be recorded on each load ticket. The truck driver will deliver the ticket to the DMS for rating.

1.05-Debris Management Sites

Vendor shall provide monitors at DMS to call loads based on the amount of vegetative debris in each truck. It is imperative that these monitors make measurement of debris loads to safeguard public funds. Monitors shall ensure each truck is empty as it leaves the site. Monitors shall review the truck certification worksheets to ensure the trucks have not been modified in such a way to affect their capacity (shortened or removed sideboards, for example). The Monitoring Contractor shall be responsible for providing lifts for its employees at each DMS.

1.06-Truck Certification

Vendor shall establish a team of individuals who will inspect and certify vehicles for hauling storm related vegetative debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck shall be kept for load rating and ticket auditing. Summary books shall be kept at each DMS site for quality control.

1.07-Monitors

Each collection monitor shall be required to have transportation to and between monitoring locations as part of this contract. Monitors shall have digital cameras for recording purposes.

Monitors working within Public Right-of-Way and other public roads and streets shall wear retro-reflective,

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high visibility work gear (PPE) vests, shirts, coats, and hats that meet ANSI/ISEA Z107-2004 Class 3 Level 2 certification.

Monitoring duties shall include, but not be limited to the following:

Measurement and certification of truck capacities (recertify on a regular basis),
Completion of daily logs,
Completion and control issuance of load tickets (in monitoring towers and the field),
Validation of hazardous trees, including hangers, leaners, and stumps (use appropriate documentation forms),
Ensure that trucks are accurately credited for their load,
Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted; debris is fluffed - not compacted),
Ensure that hazardous waste is not mixed in with loads,
Ensure that all debris is removed from trucks at the DMS,
Reporting to project manager if improper equipment is mobilized and used,
Reporting to project manager if contractor personnel safety standards are not followed,
Report to project manager if general public safety standards are not followed,
Report to project manager if completion schedules are not on target,
Ensure that only debris specified in the scope of work of the Debris Removal and Debris Disposal Contracts are collected and identify work as potentially eligible or ineligible for reimbursement,
Monitoring site development and restoration of the DMS,
Ensuring daily loads meet permit requirements,
Ensuring that work stops immediately in an area where human remains or potential archeological deposits are discovered,
Reporting to project manager if debris removal work does not comply with all local ordinances, as well as, state and federal regulations, and
Monitoring the burning of eligible debris at burn-eligible disposal sites.
Monitors shall take digital photos of work being performed by their assigned crew on a daily basis with reference of county name, route name, and mile point for each photo. All digital photos shall be accurately date stamped to insure proper documentation sequence of all activities.

Monitors shall provide daily reports (Cubic Yards (CY) of material picked up per day, CY picked up cumulative; number of trees cut day, number of trees cut cumulative; daily cost monitoring (monitor hours times hours billed), daily cost haul (CY times cost/CY or cut multiplied by cost per cut), number of haul trucks on road, number of cut trucks on road, areas covered, and documentation of whether this work is the 1st pass, 2nd pass etc).

Provide photo documentation and written logs of 100% cuts (cuts must have GPS location), 25% photo documentation of haul loads, 25% photo documentation of load calls.
Provide and complete monitoring logs: hauls, cuts, DMS, incident reports. Require cross street listing on haul tickets.

Monitoring contractor shall supply all cameras, transportation, computers, scanners, chips, GPS units, and lifts.

Cost Tracking: – Debris monitoring firm shall expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies. Cost shall be tracked by each of the Counties within the Highway District.

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Project Management Meetings and Reporting – The debris monitoring firm will facilitate meetings between the KYTC, key debris monitor staff, and the debris removal contractor project management staff to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. These meetings shall continue for a length of time to be determined based on the nature of the recovery effort. The debris monitoring firm shall prepare a daily report of key event statistics for the County utilizing data collected by the debris monitoring firm, in coordination with the debris hauler(s), that includes information such as: (1) number of collection vehicles operating, (2) total loads and cubic yards collected per TDSRS, by debris type, (3) total loads and cubic yards collected per contractor, by debris type, (4) average truck size per contractor, (5) number of participants at public drop-off sites, etc. Data shall be maintained for each of the Counties impacted. Other documentation will be required, as requested by the State or District, including a final summary report as well as reports required for environmental permitting requirements. The debris monitoring firm shall provide data based on actual verified loads (not estimates) within the first seven (7) days of debris operations.

Work Scheduling – The debris monitoring firm may be asked to assist in work scheduling, especially to assist with addressing critical damage areas and “hot spots” that may require immediate attention.

Contractor Damages –The debris monitoring firm may be asked to develop a database application to track and help the State, District, or County manage contractor damages.

Truck Certification – Debris monitoring firm shall conduct or assist with truck certification activities, including utilizing and providing truck certification forms that follow the latest FEMA and FHWA guidelines related to certification documentation and volume calculations. Truck certification activities should also include an inspection to ensure the vehicles are in good working condition and meet minimum KYTC compliance. Certifications shall also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed. Debris monitoring firm shall be prepared to provide staff to perform certifications as required.

Field Monitoring – Field monitoring of debris haulers shall be performed in accordance with current FEMA and FHWA requirements and in coordination with KYTC staff. The debris monitoring firm may be asked to assist with the following tasks:

Debris Monitoring Employees - The debris monitoring firm will be required to perform adequate training for local staff hired at no expense to the KYTC. Additionally, the debris monitoring firm shall be prepared to bring in experienced field monitors to oversee operations and to perform tasks if there is a concern over the quality of work. The debris monitoring firm shall provide all field personnel with badges (including a recent photo) identifying them as contractors and field reference documents (e.g., sample completed tickets, etc.). All debris monitoring firm employees must be able to effectively communicate to a level appropriate to their responsibilities. For example, a disposal site monitor must be able to accurately write a load ticket.

Daily Field Monitor Operations

Debris monitoring firm staff shall meet at designated staging areas prior to the start of operations. Prior to daily initiation of monitoring, staff shall be debriefed by debris monitoring firm management on any pertinent issues, receive safety gear, and receive materials. The ratio of monitors to hauler trucks should be appropriate to the disaster being monitored and is expected to vary through the disaster, but always be

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adequate to meet FEMA and FHWA requirements. Debris monitoring firm field supervisors shall be assigned to teams of debris monitors. Supervisors shall be responsible for management activities, including verification of load ticket accuracy and response to collection monitor and debris contractor issues in the field. Field monitors shall be responsible for FEMA and FHWA required activities and KYTC requested activities, including:

- (1) Verifying the proper loading and compaction of debris into the debris recovery contractor's certified loading container,
- (2) Ensuring that all debris recovery contractors and their subcontractors adhere to the KYTC Debris Removal and Debris Reduction contracts,
- (3) Surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and
- (4) Photographing loads as directed by the KYTC. At the close of operations each day, all information related to completed tickets, street areas cleared of debris on that particular day, and documentation of any inconsistencies or problems that occurred during the day shall be reported to the KYTC Section Office.

Quality Assurance/Quality Control Program

A QA/ QC program should be initiated by the debris monitoring firm to minimize errors in debris monitor tickets. All QA/QC functions shall be coordinated through the KYTC staff and shall include, but is not limited to, the review and inspection of data entry, truck certifications, load ticket accuracy, compliance with all applicable local, state, and federal laws and regulations governing debris management.

Other Field Monitoring Support Services

Debris monitoring firm shall perform other field monitoring services as necessitated by the disaster and as directed by the KYTC that could include tasks such as: monitoring of leaner and hanger removal programs. This is not a complete list of programs as each event brings different circumstances; however, the debris monitoring firm shall be expected to be able to provide a full array of monitoring services as the event requires.

TDSRS Monitoring and Support

Tower Monitoring – Debris monitoring firm shall provide the KYTC with temporary debris storage and reduction sites (TDSRS) support for the disaster recovery phase that will meet all FEMA and FHWA requirements, as requested. This will include providing the KYTC with TDSRS tower monitoring services that includes: making truck fullness load calls and recording the information on the proper load ticket, taking photographs of loads (as directed by the KYTC), consulting with truck drivers and debris contractor staff on potential safety issues, verifying that contractor equipment is empty prior to leaving the TDSRS, and collecting and organizing load tickets. Debris monitoring firm may be asked to provide after hours site security at TDSRS sites while not in operation, traffic support, or any other service related to the TDSRS site.

Data Administration and Invoice Reconciliation

Data Administration

Debris monitoring firm shall be responsible for managing the data and reconciling invoices throughout the recovery efforts. Data shall be stored electronically and be able to be accessed and sorted based on multiple factors. Reports shall be generated daily of verified work performed the previous day. Data shall be used to assist in determining areas in need of additional passes for debris removal. Other reports shall be generated, at the KYTC's request. Data shall be constantly used to assist in QA/QC of work performed, and the debris monitoring firm shall perform consistent QA/QC functions on data entry. All

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work shall be performed to FEMA, FHWA and TCEQ standards.

Invoice Reconciliation

Debris monitoring firm shall also be responsible for reviewing and approving debris contractor invoices in a timely fashion. Invoice reconciliation shall include a ticket-by-ticket comparison and reconciliation of the debris monitoring firm database vs. the debris hauler(s) database; however, debris monitoring firm shall be responsible for reconciliation of the databases. Debris monitoring firm shall provide a recommendation for payment letter for each debris hauler invoice to the KYTC. All work shall be done to FEMA and FHWA standards. The debris monitoring firm shall work with the KYTC to track the impact payment approvals made on obligated Project Worksheets and KYTC Purchase Orders to effectively plan Purchase Order adjustments and the need to generate adjustment (Version) Project Worksheets.

Funding Support

Debris monitoring firm shall assist the KYTC in ensuring they receive maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the KYTC to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the KYTC and FEMA Public Assistance, and FHWA personnel with Project Worksheet or Detailed Damage Inspection Reports amendments. Debris monitoring firm shall be prepared to assist KYTC with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Debris monitoring firm shall be prepared to assist the KYTC, if requested, in tracking progress of Project Worksheets and Detailed Damage Inspection Reports providing quick response to any problem issue that may arise that could slow funding. Debris monitoring firm shall be prepared to assist KYTC in finding additional funding reimbursement sources related to disaster mitigation.

Safety – All work shall be performed in a safe manner as KYTC takes safety of its employees, consultants and contractors very seriously. Debris monitoring firm shall perform all tasks in a safe manner and shall report any instances of unsafe behavior to KYTC immediately. All applicable OSHA safety requirements shall be strictly followed.

Regulatory and FEMA Policy Familiarity

Debris monitoring firm shall serve as a resource to KYTC on FEMA policies and pertinent regulatory requirements related to debris management operations.

General Operation Requirements - In efforts to prevent an excessive number of debris monitors, KYTC recovery staff shall pre-approve and/or conduct routine site visits to determine the debris monitors and debris hauler's efficiency of staff personnel. It is at the KYTC sole discretion to determine if monitoring or hauling staff are being properly and efficiently utilized. If it is determined that excessive and underutilized debris monitoring and debris hauling staff are present on the job site, then KYTC staff may elect to eliminate any reimbursement to the respective debris monitor or debris hauler for services rendered by excessive staff.

Non-reimbursable items

The following items are considered incidental to hourly rates and non-reimbursable as separate charges:

Office supplies

Forms

Computer related expenses

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Other communication related expenses (internet, phone, etc)

Mileage and fuel

Accommodations for out-of-town staff, including airfare, hotel, food, rental cars, etc.

Other basic supplies

Any expenses proposed for reimbursement other than those identified by line item in this contract must be authorized by the KYTC Division of Purchases through issuance of a contract modification prior to any expenditure being made.

MINIMUM CONTRACTOR QUALIFICATIONS

Contractor shall have a minimum of 5 years of company history performing disaster recovery services.

Contractor shall have on staff at least two (2) project managers that participated in domestic debris monitoring services/public assistance services for at least three (3) storm events (rain, ice or wind).

Contractor must have a minimum of forty five (45) trained disaster recovery personnel on staff.

Contractor must have worked as a debris monitor on behalf of a state or local government for at least three (3) separate domestic recovery efforts in response to rain, ice or wind events involving a minimum of 1,000,000 cubic yards of debris.

1.08-Monitor Training

Vendor shall provide training to all employees concerning work zone and employee safety, eligibility for reimbursement, and disaster specific information. Additionally, the contractor shall contact KYTC regarding the training program so that everyone has the same understanding of the disaster specific guidance for debris removal.

All monitoring personnel shall be trained prior to beginning of work and all work performed shall be in accordance with FEMA Debris Management Guide P-325 or with current FEMA Debris Management Guidelines.

1.09-Data Management

Each monitor shall submit all load tickets, photos, truck certifications performed and log sheet(s) to the project manager at the end of each work day.

1.10-Status Reports

Vendor shall provide detailed status reports to the KYTC for use and information. Relevant project statistics and cumulative statistics shall be shown in a straight forward manner so KYTC officials can provide information to the media or to their constituents.

1.11-Safety Meetings and Monitoring Updates

Vendor shall hold daily meetings with debris monitors and staff to communicate project updates and safety issues. If important information becomes available, the staff may need to meet more frequently.

1.12-Spot Checks and Auditing of Monitors

Vendor shall provide roving monitors to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the Debris Removal and Debris Disposal Contractor(s).

1.13-Coordination Meetings with Contractor(s)

Vendor shall initiate a coordination meeting with the Debris Removal and Debris Disposal Contractor(s) to expedite the work and to discuss any issues that may arise during the project. It is important that the

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monitor and contractor are communicating with each other to ensure a successful project.

1.14-Schedule

KYTC shall conduct a meeting with the Vendor within two (2) days after the Master Agreement has been awarded. At this time, the Vendor shall be made aware of the status of the work that is to be performed and an approximate time frame for the completion of each item of work.

The Vendor shall begin preparation for mobilization immediately after receipt of a written Notice to Proceed and begin operations within five (5) calendar days after receipt of this notice. Failure to begin operations within this timeline shall result in the assessment of a \$5000 penalty from the first submitted invoice.

Failure to respond within the time frame as specified above shall result in the contractor being considered in default of the contract and shall result in immediate contract termination.

1.15-Equipment and Materials

The Vendor shall provide all labor, materials equipment and incidentals which may be necessary for the performance of this Master Agreement. All equipment shall be in compliance with all applicable Federal, State, and local rules and regulations. Vendor's equipment shall conform to all prevailing Occupational Safety and Health Administration (OSHA) regulations.

Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Vendor shall not solicit work from private citizens or others to be performed in the DMS during the period of this contract. Under no circumstances shall the Vendor allow a mix of debris hauled or processed for others with debris to be hauled by KYTC, Cities, Counties, or other State or local government agency, or processed under the contracts issued by the Commonwealth for Debris Removal and Debris Reduction.

1.16-Supervision

All work performed for KYTC shall be under the supervision of the Chief Highway District Engineer or their designee. KYTC shall supervise operations of debris to insure accurate record keeping for payments. KYTC shall require the use of a load ticket system and daily log.

All efforts required in mobilization, site set-up, site close-out, and demobilization shall be included in the Line Item Unit Price and considered as a total Job.

1.17-Insurance

Prior to beginning work on the awarded contract, the contractor shall provide proper insurance coverage to indemnify the Commonwealth of Kentucky and to hold the Commonwealth of Kentucky harmless against all loss, expenses, or injury to person or property. The Kentucky Transportation Cabinet Division of Purchases shall be listed as a Certificate Holder on the insurance form.

Vendor shall furnish evidence with submission of bid that public liability insurance is carried on all equipment and on all employees in the following amounts:

Property - \$1,000,000 per occurrence;

Personal - \$1,000,000 per occurrence;

Business Automobile Liability for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence;

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Professional Liability (Errors and Omissions) with limits of not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit; and

Worker's Compensation insurance in accordance with the requirements of KRS 45A.480 and KRS 342.

Vendor /Contractor shall maintain this insurance coverage at all times during the life of this Master Agreement and notify the Commonwealth Buyer of any changes or additions that may occur in the coverage.

1.18-Communications

As a condition of the Master Agreement, the Vendor shall provide and maintain twenty-four (24) hour phone accessibility with numbers and contact names provided with submission of bid.

1.19-Performance Bond

Vendors shall submit with the bid response proof of bonding capacity up to twelve million dollars (\$12,000,000). Proof of this coverage shall be provided by a Surety company on their letterhead. When the contract is activated the contractor will be required to submit the performance/payment bond prior to work beginning. The actual bond amount requested will be based upon the severity of the storm event and overall impact to the Commonwealth. The awarded vendor will be notified of the dollar amount required and the date the bond is due.

1.20-Payment Requirements

Payment for all monitoring of eligible vegetative debris processed, reduced, and disposed of will be made at the contract unit price per hour by position classification. Payment at the contract unit price per hour shall be full compensation for all materials, equipment, labor, transportation, and other costs; monitoring the managing, operating, and the DMS loading to the final disposal site; licenses; permits; and safety measures; and all incidentals; and monitoring the debris management site restoration after all eligible vegetative debris is removed.

1.21-Invoice Requirements

Vendor shall submit one invoice for payment every month. Invoice shall reference the Master Agreement Number and total hours worked by classification. Vendor shall submit a copy of detailed time sheets for every employee with submission of each invoice. The time sheets shall include start and end times worked at each recorded County, Route number and Mile Point.

Debris Removal and Debris Disposal Contractor(s) may work sunrise to sunset seven (7) days a week. DMS may have only site specific restrictions on days and times to work. Debris burning sites may require 24-hour monitoring of the fire. Vendors shall be reimbursed for hours worked monitoring any of the sites at the direction of the KYTC. Payment shall only be made for hours worked; payment will not be made for hours not worked due to weather or contractor inactivity.

Section 2—Terms and Conditions of the Master Agreement

2.00—Scope of the Contract

The KYTC Division of Purchases issues this Master Agreement for Debris Monitoring Services for the Kentucky Transportation Cabinet Department of Highways.

2.01—Contract Components and Order of Precedence

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The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

2.02—Initial Contract Period

The Master Agreement will be for the initial period of one (1) year from date of award.

2.03—Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for four (4) additional one-year periods.

2.04—Divisions/Agencies to Be Served

This contract(s) shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet: ***KYTC DIVISION OF MAINTENANCE AND ALL DISTRICTS.***

2.05—Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

2.06—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. Price Increases: A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.
- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price

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adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

2.07—Addition or Deletion of Items or Services

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification.

2.08—Changes and Modifications to the Contract

No modification or change of any provision in the Master Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Vendor and the KYTC Division of Purchases, and incorporated as a modification to the contract prior to the effective date of such modification or change pursuant to KRS 45A.210.

If the vendor believes modifications are necessary, he/she may request approval of the KYTC Division of Purchases. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

2.09—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award(s), all programmatic communications are to be made to the contact person identified for each highway district. A listing of contacts is provided as an attachment.

With copy to:
Ben McCray
Division of Purchases
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40622
Phone: 502 564-4630
E-mail: ben.mccray@ky.gov

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

2.10—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely

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responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for settlement.

2.11—Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. Invoices shall contain, at a minimum, the following information: Contract number, daily time sheets for each employee referenced on the invoice, description of supplies or services, quantities, unit prices, and extended totals. See Section 1.21 for additional information.

2.12—Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor’s invoice in accordance with KRS 45.453 and KRS 45.454.

2.13—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

2.14—Subcontracts

The vendor shall notify the Commonwealth of any planned use of subcontractors in regards to the resulting contract. Attachment C is to be completed by each subcontractor and returned with your bid. If the KYTC Division of Purchases is provided evidence of the vendor making such an arrangement without submitting the proper form prior to use of the subcontractor, the contract may be immediately cancelled.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor’s responsibility to make payment to the subcontracts. Payments shall not be made to the subcontractor by the Commonwealth. Subcontractors having nonpayment issues that could not be resolved with the Vendor should report in detail these incidents to the buyer of record for this solicitation.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants. Attached is the required affidavit regarding contractor or subcontractor employees. This affidavit shall be signed by the Vendor and by any subcontractors that Vendor uses.

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The vendor is responsible for supplying the subcontractor with a copy of the attached form and the terms and conditions of the solicitation.

2.15—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

2.16—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

2.17—Cancellation

The Cabinet shall have the right to terminate and cancel this agreement at any time upon thirty (30) days written notice served on the contractor by registered or certified mail outlining the reasons for the cancellation.

The Department reserves the right to cancel this Master Agreement Contract without any compensation to the Vendor in the event the Vendor does not comply with the requirements of this contract.

Cancellation may also occur if at any time during the life of this contract the vendor:

- a. is found to owe outstanding highway use or fuel taxes to the Transportation Cabinet,
- b. is in litigation with the Transportation Cabinet over such taxes or any other issues,
- c. is in violation with the Energy and Environment Cabinet (EEC) or any other state agency regulations,
- d. is found to have outstanding worker compensation taxes owed,
- e. vendor files bankruptcy,
- f. vendor's officers, directors, or owners are convicted or plea guilty to any state or federal criminal violations, or
- g. vendor is convicted for any individual Federal or State tax violation.

2.18—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

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2.19—Advertising Award

The vendor shall not refer to the Award in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

2.20—EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

2.21—Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.22—Extension Period

This contract may be extended at the termination of all contract periods for additional time not to exceed 90 days. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

2.23—Governing Law

This Master Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to it shall be brought in state or federal court in Franklin County, Kentucky.

Section 3—General Information

3.00—Issuing Office

The Kentucky Transportation Cabinet, Division of Purchases is issuing this RFB on behalf of the Division/Agency identified in Section 2.04. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFB.

3.01—Restrictions on Communications

The Division of Purchases contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to:

Ben McCray
502 / 564-4630
Fax – 502 / 564-7069
E-mail ben.mccray@ky.gov

From the issue date of this RFB until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this RFB except:

- (a) The sole point of contact cited in this RFB; or
- (b) Via written questions submitted to the sole point of contact

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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.

The Commonwealth reserves the right to reject the bid response for any violation of this provision. This provision does not preclude bidders who presently hold contracts with the Commonwealth from communicating with state agencies regarding existing contracts.

3.02—Schedule of RFB Activities

The following schedule presents the major activities associated with the RFB distribution, written questions, and bid submission. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Deadline for written questions All questions shall submitted in writing by the date specified. No technical questions will be accepted after this date. Oral questions will not be accepted at any time except for bid procedural clarifications. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation.	8-6-2010
Commonwealth's response to written questions The Addendum shall be posted to the Commonwealth's e-Procurement web site.	8-9-2010
Bids due by 10:00 AM Notice to Vendors: All bidders are cautioned to be aware of the security in the Transportation Office Center located at 200 Mero Street in Frankfort, KY. All bids shall be time-stamped in the Division of Purchases no later than the due date and time defined in this Solicitation. <u>In-person or courier delivered</u> bids in response to this Solicitation should be delivered to <u>the 4th Floor, East</u> . Delays due to building security checks <u>shall not</u> be justification for acceptance of a late bid.	See page 1 for closing date.
Tentative Award Date	9-15-2010
NOTE: All times referenced are Eastern Time Zone	

3.03—Access to Solicitation and Solicitation Addenda

The Commonwealth wants each prospective Offeror to have full and complete information on which to base a bid response. Only information presented or referred to in this RFB and any additional written information that is supplied by the Division of Purchases shall be used by Offerors in preparing a response to this RFB.

The Solicitation and any Addenda shall be posted to the e-Procurement web site at <https://eprocurement.ky.gov>.

Once at e-Procurement web site, follow the instructions below to locate the Solicitation and any Addenda:

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1. Click on the highlighted eMARS Vendor Self Service link,
2. Then click on View Solicitations,
3. On this screen Type 605 in the Department box and select Status 'Open' from the drop down list,
4. Click the 'Browse' link and all Solicitation currently advertised for KYTC will be displayed,
5. Select the Solicitation number to open the document,
6. Click the 'Attachments' button to download the RFB document and any associated files (i.e. drawings, photos, etc.),
7. Print the Solicitation and all associated files.

Check this web site periodically for any updates that may be posted to the Solicitation. It is the responsibility of the vendor to obtain copies of all information and forms.

3.04—Bid Submission

Bids responses shall be submitted in 'Original' hard copy form. *Fax and/or electronic bids shall not be accepted.*

On the Solicitation front page, fill in your complete address along with a telephone number, fax number, and e-mail address in the vendor box.

No hard copy bid shall be considered valid unless filled out in ink or typewritten and signed in ink in the space provided on the Solicitation.

Offers shall be enclosed in sealed envelopes. Provide Solicitation number, closing date, and the name and address of the offeror on the bid submittal envelope. Mail hard copy bid response to the following address:

Kentucky Transportation Cabinet
Division of Purchases 4th Floor
200 Mero Street
Frankfort, KY 40622

Include in bid response, any Addenda, and all Attachment Forms included in this solicitation.

Bids responses will be publicly opened and read on the date specified. Bidders are encouraged to attend this public opening if they desire to obtain bid prices prior to award of the contract. After this public bid opening, other request for bid pricing and/or results must be submitted in writing as an Open Record Request to KYTC Office of Legal Services. <http://www.transportation.ky.gov/legal/index.htm>.

All bids shall remain valid for a minimum of ninety (90) calendar days after the bid closing date.

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3.05—Acknowledgment of Addenda to Solicitations

Receipt of a modification to a solicitation shall be acknowledged by the offeror. Written or electronic acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted. Failure to acknowledge a modification shall cause the bid to be considered non-responsive, unless waived in accordance with 200 KAR 5:306 § 7. Acknowledgment of the most recent modification shall constitute acknowledgment of all prior modifications.

For bids already submitted

- If an Addendum alters your previously submitted bid price, the acknowledgment shall be received prior to the hour and date specified for receipt of offers on the most recent version of the Solicitation.

- If an Addendum does not alter your previously submitted bid, acknowledgement may be submitted by signing and submitting the most recent version of the Solicitation cover page.

3.06—Modification or Withdrawal of Bids

An offer may be modified by electronic or facsimile notice, if notice is received prior to the hour and date specified for receipt of offers. An electronic or facsimile modification shall not mention unit prices or total price; but shall only refer to percentage change or numerical change.

An offer may be modified or withdrawn by electronic or written notice received prior to the hour and date specified for receipt of offers. An offer may also be withdrawn in person by an offeror or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the hour and date set for receipt of offers.

3.07—E-Procurement Award Notification

To view the Award of Contract and the Contractor receiving the Award for this Solicitation, access the e-Procurement web site the same as in Section 3.03. The only difference is in number 3, Select the status 'Awarded' from the drop down list. This web site will be the only notification provided. The Division of Purchases will not mail any award notifications to unsuccessful bidders. It is the vendor's responsibility to review this information in a timely fashion.

Section 4—Procurement Process and Requirements

4.00—Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs.

The General Conditions and Instructions for Solicitations and Contracts shall be incorporated by reference in each solicitation and resulting contract. Therefore, it is the bidder's responsibility to access and read these General Conditions at <http://eprocurement.ky.gov> under Standard Attachments and General Terms or request a copy by contacting the KYTC Division of Purchases. Every person submitting a bid to the Commonwealth shall be deemed to have assented to these conditions by the act of bidding.

4.01—Approach

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The Kentucky Transportation Cabinet (KYTC), in the exercise of its lawful duties, has determined that the commodities and/or services outlined in this Solicitation are necessary for the performance of the statutory and regulatory requirements of the KYTC.

The procurement process will provide for the evaluation of offers and selection of the winning offer in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of commodities and/or services by State agencies.

4.02– Compliance With State and Federal Law

In addition to any other remedies at law or in equity, the KYTC Division of Purchases may cancel any contract if there is sufficient evidence to show that:

- a. The contract was obtained by fraud, collusion, conspiracy or other unlawful means, or
- b. The contract conflicts with any statutory or Constitutional provision of the Commonwealth of Kentucky or of the United States.

4.03–Cancellation of This Solicitation

In accordance with KRS 45A.105, this Solicitation may be canceled at any time and for any reason, or all bids rejected, if it is determined in writing that such action is in the best interest of the Commonwealth. Receipt of an offer by the Commonwealth or submission of a bid to the Commonwealth confers no rights upon the Offeror nor obligates the Commonwealth in any manner. RFB cancellations will be posted to the e-Procurement web site at <https://eprocurement.ky.gov>. To access this web site see instructions in Section 3.03. At number five, select Status 'Cancelled' from the drop down list.

4.04–Waiver of Minor Irregularities

The Commonwealth reserves the right to request clarification of bid responses and/or waive minor irregularities in bids providing such action is in the best interest of the Commonwealth.

Where the Commonwealth may waive minor irregularities, such waiver shall in no way modify the RFB requirements or excuse the Offeror from full compliance with the RFB specifications and other requirements if the Offeror is awarded the contract.

4.05–Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the contract. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the company prior to the completion of the contract.\

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4.06—Violations of Kentucky Revised Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five years and be in continuous compliance with those statutes during the contract.

4.07—Protest

The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto (See Section 3.07—E-Procurement Award Notification). All protests or notices of other controversies must be in writing and shall be addressed to:

Office of the Secretary
Finance and Administration Cabinet
702 Capital Avenue, Room 383
Frankfort, Kentucky 40601
Tel: 502 / 564-4240
Fax: 502 / 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Section 5—Method of Award

5.00—RFB Evaluation Criteria

The Commonwealth intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of “best value” for all products, services and requirements contained herein. Award(s) will be based on evaluation by all items. With the ranking approach price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the vendor’s total score. The vendor with the highest score has the highest ranking. Award is made to the vendor with the highest ranking. If there is only one best value response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible vendor.

For example, if vendor “A” is evaluated to receive a total score of 95 points then that vendor would have a 95 ranking. And if vendor “B” (responding to the same solicitation) received a total score of 90 points then he would have a 90 ranking. Again, award will be made to the vendor with the highest ranking. If award

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is by line item(s) or subtotal(s), the line item(s) or subtotal(s) will be ranked instead of the total bid amount.

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor. The information will be furnished in the spaces provided below. If adequate space is not available, the vendor shall attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.). Vendors responding with the minimum Best Value requirements in this Solicitation will not be credited with Best Value points. Vendors responding with greater than the minimum requirement will receive a Best Value score. Failure to provide adequate information will impact the evaluated points awarded to a bidder.

Measurable Criteria	Points
Price	75
Years in Business (enter in the space below)	10
References	15

Years in Business _____ (provide documentation for this entry)

References

Submission of five (5) references is required as noted in Section 1.03. A maximum of three (3) points may be received for each of the references based upon the point rating provided. Questions to be considered when references are checked are listed below. Failure to provide five (5) references shall result in the bid being rejected as non responsive. The form to be used by KYTC to obtain reference information is shown as an attachment.

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REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
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FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated

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with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

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REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
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- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

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Attachment B REQUIRED AFFIDAVIT REGARDING CONTRACTOR EMPLOYEES

Illegal Immigrants

1. The Commonwealth of Kentucky prohibits contracting with firms that utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the Commonwealth. Additionally, such firms may not contract with any sub-contractor who utilizes the services of illegal immigrants.

2. By signing below the bidder agrees that:

a. The firm does not utilize the services of illegal immigrants in the performance of contracts,

b. The firm agrees that the Commonwealth may conduct random checks of personnel records as it pertains to this issue, and

c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally, violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

Phone Number _____

Email Address _____

Subscribed and sworn to before me by _____, _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

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Attachment C REQUIRED AFFIDAVIT REGARDING SUBCONTRACTORS

I agree to fully provide any and all subcontracts used throughout the duration of any resulting contract a full copy of applicable prevailing wage rates and a copy of the contract terms and conditions. Furthermore, I understand that as the primary contractor I am fully responsible for any and all actions taken by my subcontractors.

SIGNATURE

Printed Name

Title

Date

Company Name _____

Address _____

Phone Number _____ Email Address _____

List planned subcontractors and their contact information below. If more space is needed you may provide the information on a separate sheet. If subcontractors are not known prior to bid closing, but are utilized after award, the contractor shall provide the subcontractor's information to the contract's buyer of record prior to use of the subcontractor. Failure to do so may result in cancellation of the contract.

Subcontractor 1:

Company Name _____

Address _____

Phone Number _____ Email Address _____

Subcontractor 2:

Company Name _____

Address _____

Phone Number _____ Email Address _____

Subscribed and sworn to before me by _____, _____
(Affiant) (Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____