



## Road Asphalt Paver Invitation to Bid

Boone, Kenton and Campbell County Fiscal Courts (BKCFC)

### ACCEPTANCE PLACE, ADDRESS AND BID LABELLING:

BKCFC – Road Asphalt Paver  
Campbell County Fiscal Court  
Finance Office, Suite 322  
1098 Monmouth St., Newport, KY 41071

Requests for information related to this bid specification should be directed to:

Billy Angel  
Boone County Fleet Supervisor  
(859) 334-3600  
[bangel@boonecountky.org](mailto:bangel@boonecountky.org)

### KEY DATES:

Invitation to Bid issued .....February 22, 2023  
Bid Opening.....2:00 PM, March 8, 2023 – 2:00 PM

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS  
PROCUREMENT, PLEASE CONTACT OUR OFFICE AS SOON AS POSSIBLE.

### IMPORTANT INSTRUCTIONS TO BIDDERS

1. Definition: BKCFC – Boone, Kenton, Campbell Fiscal Court(s)

On behalf of Boone, Kenton and Campbell County Fiscal Courts, Campbell County will receive sealed bids for said piece of equipment for each of the Fiscal Courts. Bids will be opened and publicly read aloud at that time in the Fiscal Courtroom, First Floor, Administration Building. Late, electronically submitted or facsimile bids will not be accepted.

2. Each Bid should be in a SEALED ENVELOPE labeled with the bid and the Vendor name. Campbell County Fiscal Court will not be responsible for any premature opening or failure to open a bid not properly addressed or identified as stated above. Late, electronically submitted or facsimile bids will not be accepted.

3. All Bids will be opened and read publicly in First Floor Fiscal Courtroom (address above).

4. Bid packets may be obtained from:

Campbell County Fiscal Court  
Finance Office, Suite 322  
1098 Monmouth St., Newport, KY 41071  
Or  
[www.campbellcountky.gov](http://www.campbellcountky.gov)

The hearing and/or speech-impaired may call 1-800-648-6057 and an interpreter will call the County for you.

## TERMS AND CONDITIONS

### 1. Intent

The purpose of this invitation is to establish term pricing for said piece of equipment in accordance with the bid specifications and these Standard Terms and Conditions. Whenever a specific "Brand Name" is used in these specifications, it is used for descriptive purposes only. Whenever or wherever the Bidder takes exceptions to the Specifications, such exceptions shall be listed on the "Exception Sheet" of these specifications, and signed by the Bidder. The Bidder must use the attached "Option Sheet" and "Bid Form" as NO OTHER SHEET/FORM will be accepted. The Bidder shall also attach to the "Option Sheet" and "Bid Form", any descriptive information and literature showing the items on which the bid was based. Campbell County Fiscal Court shall be the sole judge of whether a bid meets the intent of these specifications.

### 2. Additional information relating to the bid process, please contact:

Greg Fassler  
Campbell County Fiscal Court – Business Analyst  
859-547- 1827  
[gfassler@campbellcountky.gov](mailto:gfassler@campbellcountky.gov)

### 4. Contract Duration

The term of this contract shall be for one calendar year from the date of the bid opening. All prices contained herein will be firm and fixed, unless specified as otherwise, for the above-mentioned time period.

### 5. Free on Board (F.O.B.) Destination

The net unit bid price shall include delivery charges, Free on Board (F.O.B.) to;

Boone County Public Works  
5645 Idlewild Road  
Burlington, KY 41005  
859-334-3600

Kenton County Public Works  
420 Independence Station Road  
Independence, KY 41051  
859-392-1930

Campbell County Road Department  
1175 Race Track Road  
Alexandria, KY 41075  
859-635-9100

### 6. Delivery

#### 6.1 Delivery Hours

All F.O.B. deliveries made to designated destinations must be between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday. Delivery time and date set prior to delivery.

#### 6.2 Time Period

Delivery of 100% completed said piece of equipment, per spec, made no later than 180 days or number of days indicated on bid form, whichever is less, after receipt of Purchase Order. Delivery date/number of days must be submitted in writing on bid form. Failure to meet deadline will result in a penalty of 1.5% per total said piece of equipment cost per day.

### 6.3 Delivery Rejection

If said piece of equipment is delivered but not 100% complete per specifications per said piece of equipment order, an automatic penalty of 1.5% the cost of the said piece of equipment per day will be assessed until delivery of 100% completed said piece of equipment. Delivery of said piece of equipment is rejected until said piece of equipment is 100% completed and final delivery made. Said piece of equipment will not be worked on county property. Said piece of equipment will be sent back for completion and delivery will be attempted again. If said piece of equipment is still not correct, a 3% penalty per day will be assessed. See 6.2 Time Period, for issues concerning deadlines.

### 6.4 Fuel

At time of delivery diesel fuel tank will be full.

### 7. Purchase Orders

Delivery to be made after receipt of purchase order. (See 6.2 Time Period)

### 8. Dealers and Service

It will be the responsibility of the awarded vendor/manufacture to provide a list of said piece of equipment dealers in the Commonwealth of Kentucky and the State of Ohio who are authorized to provide warranty and service repair. This list shall be submitted with the bid.

### 9. Product Specifications

All parts not specifically mentioned, which are necessary to provide a complete unit, or normally furnished as standard equipment shall be furnished. The parts shall conform in strength, quality of material and workmanship to what is normally provided in the industry.

This equipment must meet ALL Federal and State regulations.

Bidders are required to submit with their bids, the latest literature that fully describes the units being bid.

The signing of this bid shall be considered a certification that the model as bid herein is the latest current, model and will include the manufacturer's latest engineering changes. All engine and exhaust combinations will have at least one-year proven compatibility and be in good working order. Production history of engine and exhaust combination must be submitted with bid.

BKCFC will consider performance history of similar equipment, vendor's service and vendor's overall responsiveness to BKCFC and other entities utility of the products.

### 10. Accept or Reject Bids

BKCFC reserves the right to reject any and all bids, to waive any informalities and to negotiate for the modifications of any bid or to accept that bid which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such bid may not, on its face, appear to be the lowest and best price. No bid may be withdrawn for a period of sixty (60) days after scheduled time of receipt of bids. All terms and conditions of the instructions to bidders are part of and incorporate into the contract between BKCFC and the successful bidder.

11. Bidder

Bidder will be responsible for completing said piece of equipment build as awarded. Sub-contractor is the responsibility of the bidder. One builder.

12. National Bid(s) - Access to national bids can be used to obtain best pricing.

Sourcewell (NJPA)	
Boone County Fiscal Court -	#60,989
Kenton County Fiscal Court -	#79,027
Campbell County Fiscal Court	#84,754

13. Award

It is the intent of BKCFC to award a contract to the lowest responsible bidder meeting specifications. BKCFC reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, group of items, or in any way determined to be in the best interests of BKCFC. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder/offer or, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilitates; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value. Bids accepted by BKCFC will be available to all local government and municipalities in Boone, Kenton and Campbell Counties.

BKCFC reserves the right, with the consent of the vendor, to offer awarded contract pricing and terms to other counties and municipalities within the state of Kentucky who may have need for the product(s) and/or service(s). Each county or municipality must obtain prior approval from their governing body prior procurement of any product(s) and/or service(s).

14. Kentucky Preference Law

The scoring of bids is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. \*Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

15. Regulatory Compliance

According to KRS 45A.343, the bidder is required to reveal to BKCFC any confirmation of violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the bidder within the previous five (5) years; and that the bidder has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a bidder to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any BKCFC contracts for a period of two (2) years.

Successful bidder shall comply with the Kentucky Human Rights Act, HRA 344.150-344.270 as amended and any rules and regulations, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated by reference. Also, the successful bidder shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.

## Road Paver Specifications

### Instructions:

- If a blank line exists to the right of the specification, before the YES/NO check box's, please enter your answer.
- If Asphalt Paver meets the exact specification that is listed below, check the YES Box. Please indicate number if requested.
- If Asphalt Paver deviates from the specification that is listed, check the NO box. If NO box is checked, deviation must be noted on the Exception to Specifications Sheet, even if the non-spec. answer has been entered on the blank line below, if not the bid may be rejected. Please include the spec item number on the Exceptions sheet, if not the bid may be rejected.

### 1. Dimensions

- Operating weight range 14,000 – 19,500 pounds. Indicate weight – \_\_\_\_\_ YES ☐ NO ☐
- Maximum height – 9' 4" – \_\_\_\_\_ YES ☐ NO ☐
- Maximum length - 16' 6" – \_\_\_\_\_ YES ☐ NO ☐
- Width – Hopper wings down – less than 10'. Indicate width – \_\_\_\_\_ YES ☐ NO ☐
- Width – Transport – less than 8' 7". Indicate width – \_\_\_\_\_ YES ☐ NO ☐

### 2. Engine

- Minimum 74 HP engine – \_\_\_\_\_ YES ☐ NO ☐
- Must meet minimum EPA Tier 4 emission requirements YES ☐ NO ☐

### 3. Capacities

- Fuel – 26 Gallon minimum – \_\_\_\_\_ YES ☐ NO ☐
- Hydraulic reservoir – 30 gallon minimum – \_\_\_\_\_ YES ☐ NO ☐
- Washdown Tank – 8 gallon minimum – \_\_\_\_\_ YES ☐ NO ☐

### 4. Hopper

- Minimum hopper capacity 7 tons – \_\_\_\_\_ YES ☐ NO ☐
- Maximum hopper height 18". Indicate height – \_\_\_\_\_ YES ☐ NO ☐
- Independent hopper wing control YES ☐ NO ☐

### 5. Paving Widths without Extension(s)

- Variable up to 15' – \_\_\_\_\_ YES ☐ NO ☐

### 6. Paving Depths

- Depth 0" – 10" – \_\_\_\_\_ YES ☐ NO ☐

## 7. Available Screeds

- a. Propane heat, temperature – \_\_\_\_\_ YES ☐ NO ☐
- b. Electric heat, temperature – \_\_\_\_\_ YES ☐ NO ☐

## 8. Screed End Gates

- a. Heated? YES ☐ NO ☐

## 9. Screed Extensions

- a. Heated? YES ☐ NO ☐
- b. Length of left extension – \_\_\_\_\_ YES ☐ NO ☐
- c. Length of right extension – \_\_\_\_\_ YES ☐ NO ☐
- d. Total paving width with extensions – \_\_\_\_\_ YES ☐ NO ☐
- e. Augers included with extensions? YES ☐ NO ☐

## 10. Screed Vibration

- a. Indicate number and units – \_\_\_\_\_ YES ☐ NO ☐

## 11. Screed Crown

- a. Percentage +/- – \_\_\_\_\_ YES ☐ NO ☐

## 12. Material Cutoff

- a. Hydraulically operated cutoff under augers YES ☐ NO ☐

## 13. Augers

- a. Two independently operated heat-treated augers YES ☐ NO ☐
- b. 12" diameter – \_\_\_\_\_ YES ☐ NO ☐
- c. Variable speed YES ☐ NO ☐
- d. Automatic sensor feed control YES ☐ NO ☐

## 14. Conveyor(s)

- a. Number of conveyors – \_\_\_\_\_ YES ☐ NO ☐
- b. Controlled by automatic feed control YES ☐ NO ☐

## 15. Operator's Area

- a. Platform is full width of machine YES ☐ NO ☐
- b. Controls on both left and right side – \_\_\_\_\_ YES ☐ NO ☐

- c. Electronic controls – \_\_\_\_\_ YES ☐ NO ☐
- d. Mechanical controls – \_\_\_\_\_ YES ☐ NO ☐
- e. Control panel with all gauges YES ☐ NO ☐

#### 16. Steering

- a. Easy to operate controls YES ☐ NO ☐

#### 17. Washdown System

- a. Electric pump with minimum 15' hose with nozzle and holster – \_\_\_\_\_ YES ☐ NO ☐
- b. Hose reel – \_\_\_\_\_ YES ☐ NO ☐

#### 18. Hydraulic System

- a. Variable volume pumps for each drive YES ☐ NO ☐
- b. Constant volume pump for all other controls YES ☐ NO ☐

#### 19. Push Rollers

- a. Two adjustable rollers with sealed bearings YES ☐ NO ☐
- b. Mounted so that rollers pivot on frame YES ☐ NO ☐

#### 20. Track Drive System

- a. Outside to outside track measurement in inches – \_\_\_\_\_ YES ☐ NO ☐
- b. Hydrostatic powered, self-cleaning tracks YES ☐ NO ☐
- c. Poly tracks YES ☐ NO ☐
- d. Two speeds YES ☐ NO ☐
- e. Automatic track tensioner YES ☐ NO ☐

#### 21. Standard Equipment

- a. LED work lights YES ☐ NO ☐
- b. LED strobe light YES ☐ NO ☐
- c. Back up alarm YES ☐ NO ☐
- d. Heated end gates YES ☐ NO ☐
- e. Cut off shoe plate YES ☐ NO ☐
- f. Remote grease fittings YES ☐ NO ☐



**22. Warranty**

- a. Two-year warranty, parts and labor, attach additional items as needed -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ YES ☐ NO ☐

- b. Five Year Warranty, same as above - \$ \_\_\_\_\_

YES ☐ NO ☐

**23. Training and Support**

- a. On site operator training by the dealer

YES ☐ NO ☐

- b. All support and service manuals in digital form

YES ☐ NO ☐

**24. Option(s)**

- a. Hydraulically operated tow cylinders to control thickness. COST \$ \_\_\_\_\_

YES ☐ NO ☐

**Bid Form**  
Road Asphalt Paver

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

Cost of Specified Paver: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

**Bid Appropriate Options – Description and Cost**

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Please attach any additional information to bid packet.

EXCEPTION TO SPECIFICATIONS  
Include Item Number from Specifications with Exception

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)
- 11)

\_\_\_\_\_  
Signature required, if exceptions are noted.

Company \_\_\_\_\_

AUTHENTICATION OF BID AND AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: 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);

That the attached bid or bids covering Boone County and Kenton Fiscal Courts, has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

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;

That the bidder is legally entitled to enter into the contracts with the Boone County and Kenton County Fiscal Courts and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61.096 and 42.990; and

(Applicable to corporations only) That as a foreign corporation we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or,  
That as a domestic corporation we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_\_\_\_. (Check the statement applicable.

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

NOTICE

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.

Any person who violates any provisions of Kentucky Revised Statue 42.076 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year no more than five years, or both such fine and imprisonment. Any firm, Corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars no more than twenty thousand dollars.

In submitting this bid on the Bid Form, it is expressly agreed that upon proper acceptance by BKCFC of any or all items bid, a contract shall hereby be created with respect to the items accepted.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_

Firm/Company \_\_\_\_\_

Address & Phone \_\_\_\_\_

## KENTUCKY PREFERENCE LAWS

The scoring of bids/offers is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. **\*Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.**

### **Reciprocal preference for Kentucky resident bidders**

#### **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

#### **KRS 45A.492 Legislative declarations.**

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

#### **KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

**Determining the residency of a bidder for purposes of applying a reciprocal preference**

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

**Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**  
**CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offer or hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY (Campbell County Fiscal Court) reserves the right to request documentation supporting a bidder's claim of resident bidder statue. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title

Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Subscribed and sworn to before me by: \_\_\_\_\_

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

Notary Public

\_\_\_\_/\_\_\_\_/\_\_\_\_  
My commission expires