Regional Water Resource Agency

Request for Proposal

Underground Utility Locating Services

1722 Pleasant Valley Rd
Owensboro, KY 42303
270.687.8440
www.rwra.org
REQUEST FOR PROPOSAL

UNDERGROUND UTILITY LOCATING SERVICES

Overview

Regional Water Resource Agency (RWRA) is issuing this Request for Proposal (RFP) for the purpose of contracting for the locating of underground utilities. RWRA desires to contract for locating Sanitary and Storm Sewers for One-year contract with five-year extensions if agreed upon by both parties.

The successful proposer will be required to comply with all laws and regulations of the State of Kentucky and 811 One-Call Center in the performance of locating utilities. The contract will be awarded to the proposer whose proposal evaluation by RWRA indicates that such award will be in the best interests of the services to be performed, as determined by RWRA. No contract shall be considered to have been awarded and no proposal may rely upon the award of a contract until a Services Agreement has been signed by RWRA and the successful proposer, and no proposer shall be entitled to rely on any written or oral statements or representation as to the award of a contract made by any RWRA personnel.

Proposers should include in their proposal response an executive summary of the company, and a list of 3-5 references.
1. PROPOSAL INSTRUCTIONS

1.1. Invitation

You are invited to submit a sealed proposal to provide underground utility locates in accordance with the specifications and plans set forth by RWRA. These proposals will be accepted at Regional Water Resource Agency (RWRA), 1722 Pleasant Valley Rd, Owensboro KY 42303 until June 16, 2021. If there are any questions or comments regarding the proposal specifications or project details, contact Tonya Smith at (270) 297-9009 or at bids@rwra.org.

1.2. Questions Prior to Opening:

All questions must be in writing and directed solely to the issuing office. Questions may be emailed to bids@rwra.org. Questions that may be answered by directing the proposer to a specific section of the RFP and will be answered by email. Other questions may be more complex and require a written amendment to the RFP. A summary of all pertinent questions and answers will be sent to participating vendors.

1.3. Preparation Costs:

RWRA will not pay any cost(s) associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.4. Preparation of Proposals:

Each offer must be legible and signed. All proposals must be submitted in the following order:

- **Section #1 / Company Overview** - This section of your proposal should outline:
  1. Provide background / history information on your firm that will permit RWRA to determine the capability of the offeror to meet all contractual requirements.
  2. Number of years your company has been in locating business.
  3. Number of locating technicians that will be assigned to contract, years of locating experience, and qualifications.
  4. What ticket management system program will be used.
  5. Identify how, and amount of time it will take to provide Positive Response back to the KY811.
  6. What Customer Portal & Photo Management system will be used. Provide the amount of time it will take for RWRA to be able to view all incoming/completed tickets along with the required post locate photos of completed tickets.

- **Section #2 / Proposal** – For purposes of comparison, use pricing sheet provided to submit pricing for requested services.

- **Section #3 / RWRA RFP and RFP Amendments** - Contractor shall attach RFP and all RFP amendments to identify acknowledgement of RFP requirements.

- **Section #4 / References** - Provide 3-5 references from current customers

- **Section #5 / Certificate of Insurance** - Provide copy of your companies’ Certificate of Insurance (see sample on page 24)
➢ **Section #6 / Executive Summary** - This Section Offeror to provide a summary of why they should be considered for this work

➢ **Section #7 / Contract Documents** – RWRA reserves the right to negotiate the terms and conditions of the contract.

1.5. **Addenda:**

   A. Addenda are written instruments issued by the Purchasing Agent prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications or corrections.

   B. Prior to the receipt of proposals, addenda shall be distributed to all who are known to have received a complete RFP.

   C. After receipt of proposals, addenda shall be distributed only to applicants who submitted proposals, and those offerors shall be permitted to submit new or amended proposals as detailed within the addenda.

   D. Each offeror shall ascertain, prior to submitting a proposal, that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

   E. Offerors shall acknowledge receipt and understanding of the addenda in the area provided herein on the *Form of Proposal* page.

1.6. **Closing Date for Offers:**

   All Proposals shall be received promptly at 2:00 P.M. Central Standard Time on, **June 16, 2021** at the following location:

   **Regional Water Resource Agency**
   Attention: Tonya Smith
   1722 Pleasant Valley Rd
   Owensboro, KY 42303

   Please indicate in the lower left-hand corner of the envelope – SEALED PROPOSAL, Proposal Name, Company Name, and the closing Date and Time

   RWRA shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container.

1.7. **Withdrawal of Offers:**

   A proposal may be withdrawn on written request from the vendor to the Purchasing Manager prior to the closing date.
1.8. Disclosure:
At the time of closing all proposals and other material(s) submitted become the property of RWRA. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time of notice of Intent to Award is issued.

2. PROPOSAL-FORM AND CONTENT

2.1. Submission of Proposals
To be considered, proposals must arrive at RWRA on or before the date and time specified in the Request for Proposals.

Proposals to be submitted in a sealed envelope, addressed as follows: Company name, Address, & Contact information along with RFP#

Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned to the sender.

2.2. Form of Proposal
The proposal form included with this RFP must be completed in full and signed.

2.3. Qualifications of Offerors (Statement of Qualifications)

A. Contractor’s company must have been in locating business for a minimum of three (3) years and shall have completed a job of similar and magnitude.

B. The contractor shall employ an experienced, competent and adequate work force always trained in locating trade and properly supervised.

C. At all times the contractors shall comply with all applicable local, state and federal guidelines, practices and regulations. Failure to be able to comply with these requirements is suitable reason for rejection of a bid.

D. Have a working Ticket Management System that will receive KY811 locate requests and immediately provide positive response back to the KY811 One Call System.

E. Post locate photos to be taken after every completed locate and posted to Customer Portal

F. Provide “Real-Time” web base Customer Portal. The portal to provide RWRA to view all incoming tickets received from KY811 and completed tickets in a real-time manner along with any locator notes and post locate photos.
The following completed documents should be included in your submitted proposal (originals and two copies). Indicate on the first page of each set of documents ‘ORIGINAL” or “COPY”. The original bid documents and the copies shall be submitted in one sealed envelope.

<table>
<thead>
<tr>
<th>Document Description</th>
<th>Page Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY OVERVIEW (page 1)</td>
<td></td>
</tr>
<tr>
<td>ADDENDA ACKNOWLEDGEMENT (page 25 IF APPLICABLE)</td>
<td></td>
</tr>
<tr>
<td>PRICING PROPOSAL (pg.14)</td>
<td></td>
</tr>
<tr>
<td>EXCEPTIONS, CONFLICTS &amp; CLARIFICATIONS FORM(S) (pages 16-17)</td>
<td></td>
</tr>
<tr>
<td>VENDOR’S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 18)</td>
<td></td>
</tr>
<tr>
<td>PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (page 19)</td>
<td></td>
</tr>
<tr>
<td>KENTUCKY PREFERENCE AFFIDAVIT (pages 20-22)</td>
<td></td>
</tr>
<tr>
<td>INDEMNITY AGREEMENT (page 23)</td>
<td></td>
</tr>
<tr>
<td>INSURANCE CERTIFICATION (Sample on page 24)</td>
<td></td>
</tr>
<tr>
<td>PROPOSER’S W-9 FORM</td>
<td></td>
</tr>
</tbody>
</table>

**QUESTIONS:**
For all questions regarding these bid documents contact

Tonya Smith  
Purchasing and Administration Manager  
270-297-9018  
bids@rwra.org

**SUBMIT SEALED BID TO:**
TONYA SMITH  
Regional Water Resource Agency  
1722 Pleasant Valley  
Owensboro, KY 42303

**ALL Proposals MUST BE RECEIVED BY 2pm on June 16, 2021, if received after this time the proposal will be returned to Proposer unopened.**
BACKGROUND INFORMATION

1. RWRA operates 2 wastewater treatment plants and 58 pump stations. The majority of the system is located within the city limits of Owensboro, Kentucky. The remainder within Daviess County. The service area is 30 square miles.

2. RWRA maintains all current facilities on a GIS system. The GIS system is based on an ESRI software platform. A freeware example can be accessed at ESRI.com/Software/arcgis/arc reader. The name of the software is "Arc Reader." RWRA will provide maps of wastewater facilities. The City will provide the MS4. In the case where maps do not accurately reflect location of lines, RWRA will provide assistance.

3. RWRA has 400 miles of Gravity Sewer main, 150 miles of sewer laterals, 80 miles of force main of which approximately half is C-900 and half is DCI or CI mains and 9200 Manholes. Some of the C-900 mains have tracer wires.

4. RWRA receives an estimated 12,500 utility locates a year, or 1,042 requests for a typical month. Thirty percent (30%) are cleared and 70% worked. (All require a site visit.)

<table>
<thead>
<tr>
<th>REQUESTS</th>
<th>TYPE OF REQUESTS</th>
<th>YEARLY REQUESTS</th>
<th>Sanitary REQUESTS</th>
<th>Storm REQUESTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>Were both Sanitary and Storm</td>
<td>6250</td>
<td>6250</td>
<td>6250</td>
</tr>
<tr>
<td>35%</td>
<td>Were Sanitary Sewer only</td>
<td>4375</td>
<td>4375</td>
<td>0</td>
</tr>
<tr>
<td>15%</td>
<td>Were Storm Sewer only</td>
<td>1875</td>
<td>0</td>
<td>1875</td>
</tr>
</tbody>
</table>

**TOTAL REQUESTS PER YEAR ESTIMATED** 12,500

**TOTAL SANITARY REQUESTS PER YEAR ESTIMATED** 10,625

**TOTAL STORM REQUESTS PER YEAR ESTIMATED** 8,125

5. RWRA is a member of the One-Call Center and all tickets will be transmitted by KY811 in a timely manner to the awarded CONTRACTOR.
GENERAL

1. RWRA does not require the CONTRACTOR to have a physical office in the city of Owensboro as long as the Contractor can adequately operate without one. We do expect the Contractor to have access to a phone with local phone exchange. We also require all laws and permits be obtained to legally work in Daviess County.

2. CONTRACTOR shall have sufficient supervisory, field and office personnel as required to meet the demands of the provisions of this contract. CONTRACTOR shall provide transportation and supplies to fulfill its duties under this agreement.

3. CONTRACTOR shall provide all necessary office equipment and supplies, such as telephones, two-way radios, cell phones, computer equipment, receiving terminal equipment, facsimile equipment and automated mapping/facility management terminal equipment. CONTRACTOR shall have computer system compatible with the existing communications system used by the One-Call Center.

4. CONTRACTOR shall provide all necessary field equipment and supplies, such as vehicles, electronic locating equipment, excavating equipment, measuring equipment, small tools, mobile computing equipment, marking paint and stakes with flags, personal protection equipment (PPE) and necessary safety and traffic control devices.

5. CONTRACTOR shall adhere to all safety regulations, and traffic control requirements including but not limited to, RWRA safety programs and policies, the Kentucky Occupational Safety and Health Administration, and the Kentucky Department of Transportation.

6. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations, whether Federal, State or Municipality.

7. CONTRACTOR shall receive and record Locate Requests from the One-Call Center on business days and during the normal office hours of the local One-Call Center (typically 7:00 a.m. through 5:00 p.m.)

8. CONTRACTOR shall receive and record Emergency Locate Requests outside normal business hours and respond within two (2) hours of receiving the Emergency Locate Request.

9. CONTRACTOR shall, upon receipt of a Locate Request, determine whether RWRA facilities are present within the area of proposed excavation by use of maps and records provided by RWRA. A field visit is required to either mark existing facilities or mark area to indicate area is clear of facilities. See Item 11. Field visits are required for each locate.

10. If CONTRACTOR determines that there are locatable facilities present at the excavation site, it will indicate the presence of those facilities with appropriate markings.
11. If CONTRACTOR determines that RWRA's facilities are not present at the excavation site, CONTRACTOR can notify the Excavator prior to the proposed excavation that RWRA's facilities are not present, but must mark the excavation site in a manner to indicate that RWRA's facilities are not present (paint okay in the appropriate color) at the proposed excavation site and perform required mark out services according to APWA Guidelines and following state damage prevention laws for the on tract service areas.

12. CONTRACTOR representative must contact the RWRA representative and advise the representative of the situation, when the underground facility is identified, but unlocatable. The RWRA representative will determine the course of action to be taken. If no course of action is successful, the CONTRACTOR shall notify, in writing with a copy going to the appropriate RWRA representative, the Excavator of the presence of an identified, but unlocatable facility and caution the excavator that any location information supplied may not be within the definition of reasonable accuracy. CONTRACTOR is not liable for any damages to "Identified but Unlocatable Facilities".

13. CONTRACTOR shall provide additional services such as site surveillance (site evaluation), marking of consumer owned facilities and maintenance of marks and stakes following written request from RWRA. RWRA is responsible for having the customer sign a release if the locate is requested by the customer. Prior to the CONTRACTOR's commencement of the additional services, RWRA must specially approve such additional services and the costs charged will be at the hourly rates as specified in the proposal.

14. CONTRACTOR shall notify RWRA of any discrepancies or omissions in the records or other information provided to the CONTRACTOR by RWRA to the extent such discrepancies and omissions can be determined by the CONTRACTOR.

15. CONTRACTOR shall retain and safeguard RWRA's location maps and records. A Disclosure Statement shall be signed by authorized representative of locating company to insure privacy of RWRA's maps and records. Records shall not be disclosed or made available to any person not approved by RWRA, except as required by law.

16. CONTRACTOR shall maintain records appropriate to support the invoicing and reporting requirements set forth in RWRA duties and responsibilities section. The CONTRACTOR agrees to retain such records for period of three (3) years, or such longer Period as may be required by law.

FIELD LOCATION MARKING REQUIREMENTS

1. CONTRACTOR shall electronically locate all applicable underground facilities, as defined in section "WORK QUALITY AND PERFORMANCE". If contractor needs into locked equipment or enclosures that may be arranged by contacting the RWRA representative.

2. CONTRACTOR shall properly and adequately remove and replace all tracer wire connections on plastic facilities.

3. In the event that CONTRACTOR cannot electronically locate RWRA facilities, the CONTRACTOR shall request permission from the RWRA representative to locate based on the Field record. The CONTRACTOR shall inform the excavator that the markings are based on record rather than electronic readings.
4. The CONTRACTOR shall be required to mark the underground facilities in accordance with the following:
   a. Non-toxic, latex based paints, color coded flags or stakes shall be used to mark and identify facilities, as appropriate. Spray chalk shall be used in areas of the city that contain decorative poles, brick pavers and decorative concrete. This area shall include but not limited to, the area from 4th St. on the south to the river on the north and Locust St. on the west to Crittenden St. on the east.
   b. Markings shall be in accordance with the American Public Works Association (APWA) / Utility Location and Coordination Council (ULCC) National Marking Standard and Kentucky Damage Prevention Law, KRS 367-4901.
   c. The CONTRACTOR shall provide a positive response (by telephone or email) to the excavator when the utility locate request ticket is completed. Since customer owned facilities are not located under this contract, CONTRACTOR shall inform excavator of privately-owned lines that are unmarked.
   d. The CONTRACTOR shall insure that markings remain visible and functional until the date of the excavation or ten (10) working days, whichever is the lesser. Upon request from the excavator, the contractor shall remark within ten (10) working days of the placement of the original marks at no additional cost to RWRA. Providing the original markings were correct, any additional locate of the previous marking, will be treated as any other new locate called in. In the event the first locate was off or marked incorrectly, the second locate would be at the CONTRACTOR’S expense. If a utility locate request is received pertaining to or including a structure, the Contractor shall mark all pipes that enter and exit the structure, even if the pipes are not on the side marked.
5. The CONTRACTOR shall report excavator abuse of markings and report frequent refresh paint follow-up trips to RWRA.

DAMAGE ASSESSMENTS AND INVESTIGATION

1. The CONTRACTOR shall provide supervisory personnel to investigate all damages to RWRA owned and applicable customer owned facilities which occur in the CONTRACTOR location area, whether or not a location request has been filed.
2. The CONTRACTOR supervisor shall immediately (with little or no delay) respond to the damaged facility site 24 hours daily, seven (7) days a week.
3. The CONTRACTOR shall file a complete incident report to the RWRA and City representative listed below. The complete incident report shall include a location accuracy report, a copy of the location request, a copy of the locator field report, a copy of notification reports, site photograph documentation, and other

<table>
<thead>
<tr>
<th>Department</th>
<th>Contact</th>
<th>Email</th>
<th>Cell phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>RWRA Engineering</td>
<td>Mark Rhinerson</td>
<td><a href="mailto:rhinersonma@rwra.org">rhinersonma@rwra.org</a></td>
<td>270-775-8665</td>
<td>270-687-8446</td>
</tr>
<tr>
<td>CITY OF OWENSBORO Engineering</td>
<td>Hunter Ragan</td>
<td><a href="mailto:RAGANHB@owensboro.org">RAGANHB@owensboro.org</a></td>
<td>270-687-8641</td>
<td>270-687-8327</td>
</tr>
</tbody>
</table>
information pertinent to the damage claim; no later than three (3) working days following receipt of damage Notification.

Site photographs shall be taken for all damage investigations and retained until requested by RWRA. Site photograph documentation shall reference the number of photos taken of the damage site, and the picture/file path/location. All photo documentation shall be included in each incident report.

4 The CONTRACTOR shall provide supervisory personnel to investigate all reported faulty locates. A monthly report of these faulty locates will be provided to RWRA.

5 The CONTRACTOR shall be responsible for damages resulting from faulty or failure to locate and the CONTRACTOR shall be subject to recovery.

6 RWRA reserves the right to call a meeting with CONTRACTOR to discuss missed locates and/or other problems. CONTRACTOR is expected to provide a date within 5 working days of notification when a representative will be available to attend meeting.

WORK QUALITY AND PERFORMANCE

1 An imperfect or faulty locate marking shall be defined as a location marking that is not within the tolerance defined in the APWA/ULCC National Marking Standard and KRS 367-4901, as follows:
   a. A centerline locate marking that is greater than 18" from the actual centerline pipes less than or equal to 8" in diameter.
   b. Dual locate markings indicating the outside dimension of pipe(larger than 8" diameter) that are greater than 18" outside the actual outside dimension.
   c. A perimeter marking for below grade structure (such as manholes, handholds, boxes, valve boxes, and vaults) that is inside of the outer perimeter or greater than 18" outside the outer perimeter of the below grade facility.
   d. A locate that is mis-marked or not marked by the CONTRACTOR is considered to be a faulty locate and CONTRACTOR shall not be compensated for such locates. Further, CONTRACTOR shall be responsible for damages due to mis-marked locates or failure to locate a RWRA/CITY’s facilities on time and shall be subject to recovery.

DATA REQUIREMENTS

1. Prior to commencing operation under this Contract, the CONTRACTOR shall provide RWRA with a mutually acceptable Contingency Operating Plan to insure operating integrity in the event of equipment failure, loss of utility service, or natural disaster.
2. Upon the final day of operation following a termination, the CONTRACTOR shall:
   a. Return RWRA supplied facility records, workstations, and software.
   b. Return or destroy company record documentation produced from the system provided by RWRA.
   c. The CONTRACTOR shall provide RWRA copies of computer data files and software programs.
TERMS AND CONDITIONS

AWARD

Proposals will be analyzed, and the award made to the most responsive, responsible Proposer whose offer conforms to the solicitation, and is considered the most advantageous to RWRA. RWRA reserves the right to accept any proposal, which is deemed most favorable to its interest, and to reject any or all proposals which are not in the best interest of RWRA. RWRA will issue a purchase order and contract as notification of award to the successful Proposer.

Contract Period

One - Year Contract with five-year extensions if agreed upon by both parties.

INSURANCE

The Contractor shall furnish the Owner with certificates evidencing the required insurance coverage, from an “A” or better rated (by AM Best Rating System) insurance company, prior to commencing work. Contractor shall procure and maintain for the duration of this Proposal insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability: Limits of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with at least $1,000,000 annual aggregate.

Commercial Automobile Insurance: Limits of not less than $1,000,000 combined single limit.

Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the Commonwealth of Kentucky and employers liability limits of not less than $1,000,000 per accident.

Excess/Umbrella Liability: Limits of between $3,000,000 - $4,000,000.

Invoicing and Reporting

(1) Contractor shall provide invoices to RWRA on a monthly basis for all Locate Requests and hourly work completed during the preceding month. Contractor’s monthly invoice will include the following:

(a) Contractor’s name
(b) Period during which the services were performed
(c) Total number of Locate Requests completed, by rate
(d) Total number and nature of additional hourly or other services performed for RWRA
(e) Total charges for the Billing Period
(2) The monthly report to accompany and support the invoice will include an itemized tabulation which shows the following information with respect to each Locate Request the CONTRACTOR receives:
(a) Ticket number
(b) Date of completed Locate Request
(c) Locations of proposed excavation
(d) Type of Request

RWRA requests that this information is sent additionally in Excel to the contact below:

MARK RHINERSON at rhinersonma@rwra.org

RWRA RESPONSIBILITIES

1. RWRA will provide the CONTRACTOR sufficient copies of electronic maps and records (including an overall contract service area map) of RWRA’s underground facilities for the contract service area, which maps and diagrams will reflect the most current information available to RWRA. Updates to maps and records shall be provided monthly. ENGINEERING will notify CONTRACTOR of updated maps and CONTRACTOR must pick up maps within five (5) working days. CONTRACTOR to provide any viewing software required to access and utilize the provided maps and records.

2. RWRA shall take steps necessary for the One-Call Center to send all tickets directly to the CONTRACTOR. This shall be done through a shared email address that RWRA has setup. This email address will auto forward the One-call tickets to the CONTRACTOR and to a representative of RWRA. RWRA shall pay for all charges associated with the One-Call Center ticket transmissions. RWRA shall forward any direct Locate Requests to the One-Call Center and/or Contractor.

3. RWRA agrees that CONTRACTOR will have the right to screen tickets using RWRA provided maps and records. RWRA also agrees that CONTRACTOR will not be liable for any damages that occur because of incorrect prints that were used to screen locations. CONTRACTOR is responsible for picking up these updates in a timely manner.

4. RWRA will notify the CONTRACTOR as soon as possible following notification of damage so the contractor can conduct a timely and thorough investigation.

5. RWRA shall not be responsible for any violation or fine assessed against CONTRACTOR by any government entity in connection with the work contemplated and/or performed under this agreement.

6. CONTRACTOR shall obtain any and all permits and fees applicable to this area. The CONTRACTOR must adhere to all laws, ordinances and requirements of local governments. Failure to do so is the sole responsibility of the CONTRACTOR.

CITY OF OWENSBORO RESPONSIBILITIES

1. CITY OF OWENSBORO will provide the CONTRACTOR sufficient copies of electronic maps and records (including an overall contract service area map) of the City’s
underground facilities for the contract service area, which maps and diagrams will reflect the most current information available to the City. Updates to maps and records shall be provided monthly. City ENGINEERING will notify CONTRACTOR of updated maps and CONTRACTOR must pick up maps within five (5) working days. The City agrees to provide sufficient copies of any viewing software required to access and utilize the provided maps and records.

2. CITY OF OWENSBORO shall take steps necessary for the One-Call Center to send all tickets directly to the CONTRACTOR. This shall be done through a shared email address that RWRA has setup. This email address will auto forward the One-call ticket s to the CONTRACTOR and to a representative of RWRA. RWRA shall pay for all charges associated with the One-Call Center ticket transmissions. RWRA shall forward any direct Locate Requests to the One-Call Center and/or Contractor.

3. CITY OF OWENSBORO agrees that CONTRACTOR will have the right to screen tickets using CITY provided maps and records. CITY also agrees that CONTRACTOR will not be liable for any damages that occur because of incorrect prints that were used to screen locations. CONTRACTOR is responsible for picking up these updates in a timely manner.

4. CITY OF OWENSBORO will notify the CONTRACTOR as soon as possible following notification of damage so the contractor can conduct a timely and thorough investigation.

5. CITY OF OWENSBORO shall not be responsible for any violation or fine assessed against CONTRACTOR by any government entity in connection with the work contemplated and/or performed under this agreement.

6. CONTRACTOR shall obtain any and all permits and fees applicable to this area. The CONTRACTOR must adhere to all laws, ordinances and requirements of local governments. Failure to do so is the sole responsibility of the CONTRACTOR.

PROPOSAL FORM INSTRUCTIONS / INFORMATION

1. Normal Locate Rate shall be applied to each Locate Request received from the One-Call Center for marking RWRA’s underground facilities that are in conflict with the excavation site. This rate shall be charged for Locate Requests up to 500 feet in length.

2. Additional Rate shall be applied for requests that exceed 500 feet in length, and be charged in 500-foot increments. Examples shall be a request for 900 feet, shall be one normal rate and one additional rate charge.

3. Site Visit Rate shall be applied to each locate Request received from the One-Call Center for determining that RWRA’s underground facilities are not in conflict with the excavation site.

4. Hourly Rate shall apply for work requested by RWRA outside the scope of normal Locate Requests, including site surveillance, Locate Requests for survey work, marking consumer-owned facilities, damage investigations (one hour per
5. Hourly Overtime Rate shall apply for any hourly work that exceeds eight (8) hours in a given day or hourly work outside of normal working hours of 7 am through 5 pm, and is specifically requested by RWRA under item 13 in the GENERAL Section.

6. Call out rate shall apply to each Emergency Locate Request that is received and requires response by CONTRACTOR outside normal working hours on business days.

7. CONTRACTOR shall state which portion, if any, of the work they propose to subcontract and list the name(s) and address(es) of prospective subcontractors. RWRA requires the same degree of safety be demonstrated by Subcontractors which is required of the CONTRACTOR. The prime CONTRACTOR is responsible for compliance with all requirements of the contract, including all work performed by subcontractors, and shall be required to maintain subcontractor compliance records, which are subject to audit by RWRA.
The Proposer hereby proposes to provide the below listed services to RWRA in accordance with all bid specifications, documents and instructions. All exceptions, clarifications, additional charges must be disclosed in the Proposers Exception page.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Number Per Year (est.)</th>
<th>Price Each</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Normal Sanitary sewer (500 ft. per price each)</td>
<td>10,625</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Site Visit Sanitary (Clear) (7,436 + 3189 = 10,625 total Sanitary)</td>
<td>3,189</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Additional Rate-Sanitary (up to 500 additional ft. ea.)</td>
<td>1,062</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Normal Locate Storm (500 ft. per price each)</td>
<td>8,125</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Site Visit Storm (Clear) (5687+2438 = 8,125 total Storm)</td>
<td>2,438</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Additional Rate Storm (up to 500 additional ft. ea.)</td>
<td>812</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>After Hours Call Out (Sanitary)</td>
<td>125</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>After Hours Call Out (Storm)</td>
<td>125</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>Hourly rate for additional services</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Overtime rate for additional services</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

COMPANY NAME:
Fuel Surcharge/Credit Program

A fuel surcharge or credit will be accepted should the cost of fuel rises above $4.00 per gallon or go below $1.50 per gallon during the annual periods of this agreement. In order to qualify for the fuel surcharge or deduction, the Contractor must participate in a valid fuel program as defined where the following minimum criteria are identified:

- Price Per Gallon
- Gallons Purchased
- Odometer reading
- Type of Fuel
- Name of Supplier
- Location of Supplier
- Truck Number
- Equipment Number
- Electronic Data Format displaying such information above
Bidder’s Exceptions, Conflicts and Clarifications

If there are no exceptions taken, please CHECK and INITIAL the line below.

NO EXCEPTIONS: _ _ _ _ _ _ _

If exceptions are taken to the bid, please complete the following page, identifying each exception.

The Bidder certifies that he agrees to all provisions of the bid documents, unless exceptions are specifically and clearly listed on the attached pages of this document and identified as exceptions.

Exceptions to the bid specifications should be noted by number on the appropriate specification sheet and those exceptions are to be explained in the attached pages.

Any and all exceptions to the bid proposal must be spelled out in writing on the attached pages; this includes any exception in the Bidder’s “Terms and Conditions”. The Bidder’s printed “Terms and Conditions” are not considered specific exceptions.

Exceptions NOT listed on the attached RWRA Document will not be taken into consideration; this includes the Bidder’s attachments, documents, and/or terms and conditions.

Any reference to “See attached exceptions” will not be considered, EXCEPTIONS must be listed on the attached RWRA document.

Copies can be made of the RWRA Exceptions document if additional space is needed.

Bidder acknowledges that ALL exceptions have been included on the ‘RWRA Specifications” page(s).

Date: ________________________________

Company Name: ________________________________

Company Representative: ________________________________
Bidder’s Exceptions, Conflicts and Clarifications

Any reference to "See attached exceptions" will not be considered, EXCEPTIONS must be listed on the RWRA provided document. Copies of this page may be made if additional space is needed.
Vendor’s Statements Pursuant to KRS 45A.343 and KRS 4SA.395

KRS 45A.343:
The undersigned, as a duly authorized officer of, pursuant to KRS 45A.343 states:

1. To the best of my knowledge, information and belief, has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 that apply to it within the five year period preceding this statement.

2. Acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to it for the duration of the contract to be entered into with Regional Water Resource Agency.

3. Acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341 or 342 or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for Regional Water Resource Agency to:
   a. Cancel its contract with
   b. Disqualify from eligibility for future contracts awarded by Regional Water Resource Agency for a period of two years.

KRS 45A.395:
The provisions of KRS 45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder. The undersigned, individually and as the ( bidder or offeror) states under penalty of perjury that neither he (she), not, to the best of his/her knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that his conduct is of that nature or that circumstance exists.

(Company Name)

(Signature) (Title)

(Typed or printed name)

This the ______ day of ________________________, 20__ __
Kentucky law prohibits conflicts of interest, gratuities, kickbacks and the use of confidential information with regard to any public contract or a solicitation or proposal therefore. The prohibitions are set for in KRS 45A.455 which provides:

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
   - He, or any other member of his immediate family has a financial interest therein; or
   - A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
   - Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

2. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval or disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

4. The prohibition of conflicts of interest, gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefore.

s. It shall be a breach of ethical standards for any public employee or former employee knowingly to use Confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person (Enact. Acts 1978, ch. 100, S 92, effective January 1, 1980; ch. 250, S 16, effective April 9, 1980.)

Violation of the statute may result in a fine and/or imprisonment under the provisions of KRS 990.
The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

**Reciprocal preference for Kentucky resident bidders**

**KRS 4SA.490 Definitions for KRS**

**4SA.490 to 4SA.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 4SA.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 4SA.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, Offerers, 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 4SA.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.

REQUIREDAFFIDAVITFORBIDDERS,OFFERORSANDCONTRACTORSCLAIMINGQUALIFIEDBIDDERSTATUS

FOR BIDS AND CONTRACTS IN GENERAL:

1. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

   _ _ _ _ A nonprofit corporation that furthers the purposes of KRS Chapter 163

   ________ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:
   • Is organized and operated in the interest of individuals with severe disabilities; and
   • Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
   • In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
   • Is registered and in good standing as a nonprofit organization with the Secretary of State.
The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant) (Title)

Of (Company Name) this ______ day of ________, 20____.

Notary Public

[seal of notary] My commission expires: ___________
INDEMNITY AGREEMENT

____________________________________ (the "Contractor") desires to provide labor and materials
to the Regional Water Resource Agency ("RWRA");
RWRA is willing to allow the Contractor to provide labor and materials under the following conditions.

The parties therefore agree as follows:

1. The Contractor shall assume all responsibility and liability for the negligent acts or omissions of its agents,
servants, or employees. The Contractor shall be responsible for its employees and shall exercise all
dominion, control, and authority over the means and methods used by its employees to perform any work
for RWRA or while on RWRA property.

2. The Contractor shall comply with all federal, state, and local occupational safety and health laws and
regulations, and local, state, and federal laws and regulations for "Maintenance and Control of Traffic During
Construction".

3. To the fullest extent permitted by law, Contractor shall indemnify RWRA, its officers, directors, agents, and
employees from all claims for bodily injury and property damage, including reasonable attorneys’ fees, costs,
and expenses, that may arise from the performance of Contractor’s work, but only to the extent caused by
the acts or omissions of the Contractor or anyone employed directly or indirectly by the Contractor or by
anyone for whose acts any of them may be liable.

The parties signed this agreement on ____________________

Contractor ____________________ RWRA ____________________

By: ____________________ By: ____________________
Negotiator & Addendum Form
Regional Water Resource Agency

Organization: __________________________________________
Address: __________________________________________
City, State, Zip Code: __________________________________________
Contact Person: __________________________________________
Telephone Number: __________________________________________

AUTHORIZED NEGOTIATOR:
Name: ________________________ Phone #: ________________________

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No._________________, Dated____________________
Addendum No._________________, Dated____________________

In submitting this proposal, it is understood that RWRA reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities in any Proposal. In addition to this document, Proposer shall furnish, with the proposal, all submittals as required herein.