

Regional Water Resource Agency

Invitation to Bid

Bid Name	Service Contracts
Bid Number	2024-02
Bid Opening Date and Time	Monday, January 29, 2024 @ 2 pm, Local Prevailing Time
Bid Type	Public Opening- Open and Read Aloud

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit a bid for the item(s) specified within.

All Bidders are responsible for reading and complying with the attached specifications.

The Bidder certifies that all exceptions and conflicts to these contract documents have been detailed on the "Bidder's Exceptions, Conflicts and Clarifications" on page 3 of this document.

Pages contained within this bid package shall not be electronically altered. Failure to comply with these instructions may result in the rejection of the Bidder's proposal.

BIDDER'S INFORMATION:

Company's Legal Name: _____

Address: _____

City, State & Zip Code: _____

Telephone Number: _____

Fax Number: _____

Authorized Email Address: _____

Authorized Signature: _____

Printed Name: _____

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 45A.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 _____, and
 - 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 KRS45A.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 _____ (title) of _____ (bidder or offeror) states under penalty 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_____.

Prohibition of Conflicts of Interest, Gratuities, Kickbacks and Use of Confidential Information

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:
 - a. He, or any other member of his immediate family has a financial interest therein; or
 - b. 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
 - c. 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.
5. 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 5A.990.

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 effective date shall be considered the latter of the two dates as listed.

Contractor: _____

Owner: RWRA

Print Name: _____

Print Name: _____

Signed By: _____

Signed By: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Owensboro (BB) / AssuredPartners NL 1925 Frederica Street Owensboro, KY 42301	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED On Site Contractor (Service Contracts) 1722 Pleasant Valley Road Owensboro, KY 42303	INSURER A : Cincinnati Insurance Company	
	INSURER B : Kentucky League of Cities	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EXAMPLE	7/1/2022	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		EXAMPLE	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		EXAMPLE	7/1/2022	7/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EXAMPLE	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as additional insured with respect to General Liability, Auto Liability and Excess/Umbrella Liability.

CERTIFICATE HOLDER**CANCELLATION**

Regional Water Resource Agency
 1722 Pleasant Valley Road
 Owensboro, KY 42303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SUBMITTAL CHECKLIST

The following completed documents should be included in your submitted proposal (original and one copy). 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.

	ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE)
	INVITATION FOR PROPOSAL PAGE WITH BIDDER’S SIGNATURES AND CONTACT INFORMATION (first page)
	SIGNED ORIGINAL BID and 1 COPY WITH PRICING PROPOSAL (pages 22-24)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (pages 2-3)
	VENDOR’S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 4)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (page 5)
	INDEMNITY AGREEMENT (page 6)
	INSURANCE CERTIFICATION (Sample on page 7)
	BIDDER’S W-9 FORM
	Safety Policies and Employee Training Records <ul style="list-style-type: none"> ○ Electrical Arc Flash (A statement stating if your company does or does not have an electrical Arc Flash Program and a qualified person per the definition of NFPA 70E(Electrical)) ○ Fall Protection (Industrial Pumping) ○ Lock-out/Tag-out (Electrical) ○ Trenching/Shoring (Industrial Pumping) ○ A list of qualified competent employees will be in charge of the jobsite (Industrial Pumping)
	TWO (2) COMMERCIAL or INDUSTRIAL REFERENCES, specifically comparable to the scope of work being bid.

QUESTIONS:

For all questions regarding these bid documents contact
 Tonya Smith, Purchasing & Administration Manager
 270-687-8440 or bids@rwra.org

SUBMIT SEALED BID TO:

Tonya Smith
 Regional Water Resource Agency
 1722 Pleasant Valley Road, Owensboro, KY 42303

ALL BIDS MUST BE RECEIVED BY 2pm on January 29, 2024, if received after this time the bid will be returned to Bidder unopened

Instructions to Bidders

Scope

There are occasions when the Regional Water Resource Agency (RWRA) or other governmental entities require the services of various technical contractors. It is the intent of this bid to establish a list of contractors for those occasions when the contractor's expertise is needed for services. General information for each project will be given when bidders are contacted according to the list ranking.

Due Date and Time

All bids must be submitted as described within this document to **1722 Pleasant Valley Road, Owensboro, KY 42303, Attn: Tonya Smith, Purchasing Manager, no later than 2:00 pm local prevailing time on Monday, January 29, 2024; at this time all bids received will be opened and publicly read. Any bids received after the due date and time will be returned unopened.**

General Compliance

Please read these instructions carefully.

Bid Submission

Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the bid.

Quotations must be made on the form provided. An accompanying letter of explanation is acceptable if bidder deems it necessary, but only quotes made on the provided forms will be evaluated.

In case of a discrepancy in the extension of a unit price, the unit price shall govern over the total price.

The signed completed original bid package and copies must be sealed in an envelope with the bidder's name, the bid number, and the bid opening date clearly marked on the outside of the envelope. **The bids shall be addressed and delivered to Regional Water Resource Agency, Attn: Tonya Smith, Purchasing Manager, David Hawes East Treatment Plant, 1722 Pleasant Valley Road, Owensboro, KY 42303.**

Bid Copies

When submitting bids, you must include the original signed bid, along with one (1) copy of the entire bid. Indicate on the first page of the bid "ORIGINAL" or "COPY". The original bid and all copies shall be submitted in one envelope.

Taxes

All prices shall be quoted exclusive of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are exempt from sales tax. RWRA will supply the Contractor with TAX EXEMPT ID for purchase of materials upon Award of the Contract.

Bidder's Qualifications

Contractor's must demonstrate to the satisfaction of RWRA that he/she has adequate equipment, personnel, experience in the specific technical field (RWRA may request details regarding the specific experience) and understanding of the specifications to perform service under the contract. No contract will be awarded to any bidder who, in the opinion of RWRA, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment and/or consistent qualified staffing availability to conduct and complete the services in accordance with the terms and conditions of the contract. Additionally, any contract opportunity awarded to a Contractor via this bid opportunity may be cancelled at any time throughout the term of the contract should the winning Contractor fail to demonstrate acceptable performance or experience, lack the requisite capital, tools, equipment or personnel to conduct and complete the services in accordance with all applicable safety requirements and terms and conditions of the contract and/or given schedule as determined by RWRA management.

Acceptance Period

All prices quoted in this proposal must remain firm and open to acceptance by RWRA for a minimum of the term of the offer after bid opening.

Contract Terms/Renewals

The initial term of this contract will be for a period beginning on award of the contract, and ending one year from award date. Upon the mutual agreement of RWRA and the winning bidder, this contract may be renewed for 1 year, up to four renewals, for a possible total contract term of approximately five years. Items A and B under Construction Services and Repairs are good for a three (3) year term with the ability to renew an additional year up to two (2) times for a maximum of five (5) years. Such renewal is dependent upon the winning bidder agreeing to maintain the same unit pricing.

Method of Procurement

Competitive Sealed Bidding (KRS 45A.365) will be the method of procurement for the purchase of the item(s) listed herein.

Bonding

Some items will be required to obtain a \$1000 performance bond to the City of Owensboro to perform work in the public right of way.

Bid Award

This bid will be evaluated based on the evaluation criteria established in the bid specifications.

The RWRA reserves the right to reject any and all bids and to waive any irregularities in said bids, and the RWRA also reserves the right to award bids based on the best interest and/or most advantageous to RWRA. Award will be made to the lowest responsive and responsible bidder meeting specifications.

Disqualification from Future Bids

Any contractor awarded a contract that fails to fulfill all obligations of a contract will be disqualified from submitting a bid on Regional Water Resource Agency projects for a period of up to two (2) years.

References

The Bidder shall include a list of at least two (2) commercial or industrial references, specifically comparable to the scope of work being bid. References will be required for each trade quoted. **These references are to be included in the bid submittal.**

Safety

Vendor must perform work in a safe and timely fashion, provide (at Contractor's sole expense) any and all required safety equipment, devices and supplies necessary to complete the work, maintain a clean and safe work environment, follow safety requirements established by OSHA and the Regional Water Resource Agency, comply with all federal, state, and local occupational safety and health laws and regulations, and in particular, the following federal regulations according to the most current editions and publishing; General Industry Standards, 29 CFR 1910; Occupational Safety and Health Standards, 29 CFR 1926; Safety and Health Regulations for Construction and with Kentucky Occupational Safety and Health Standards, as codified in 803 KAR Chapter 2, and with the Kentucky Transportation Cabinet/Department of Highways Standard for Road and Bridge Construction (section 112). Maintenance and control of traffic during any work performed in the public right of ways shall follow all current guidelines of the Manual on Uniform Traffic Control Devices (MUTCD). In addition, any excavation work must comply with the Kentucky Call Before You Dig Law KRS 367.4901 - 367.4917. It should be noted that the RWRA collection system has the potential to contain hazardous substances to which the Contractor could be exposed and of which RWRA may not be aware. In the event RWRA becomes aware of the existence of a potential hazard, RWRA will attempt to notify the Contractor as soon as possible of the presence of such hazard. If, in the opinion of the RWRA, contractor's safety measures are insufficient or non-compliant with the standards and guidelines referenced herein, work will cease immediately until sufficient corrective action is taken. In the case of such a safety deficiency or when a Contractor is unprepared to provide the necessary safety equipment for a safe work environment, RWRA may choose to dismiss the Contractor from that particular work order and procure the immediate services of the contractor in the next position to complete the work in a timely fashion. Future Work Orders will be awarded to the Contractor again only when the Contractor demonstrates, to the satisfaction of the RWRA, that safety compliances are satisfactory and work will be performed without risk. Multiple instances of unsatisfactory safety policy adherence may result in disqualification from all future work order consideration.

It is the bidder's responsibility to obtain any permits and approval of traffic control plans, if required, for all street cuts from applicable governing body.

VENDORS WILL NOT BE PAID FOR DOWNTIME DUE TO SAFETY VIOLATIONS NOR WILL THE CONTRACTOR BE ALLOWED ADDITIONAL DAYS TO MEET THE TIME OF THE COMPLETION DATE FOR SAFETY VIOLATIONS.

Materials

The Bidder is required to furnish all necessary labor and equipment needed to complete contract.

Attire

Contractor's employees shall wear appropriate attire and safety equipment at all times while on site. All OSHA and RWRA rules and regulations shall be observed. Failure to adhere to safety regulations could result in termination of contract.

Subcontractors

It is not the intent of this bid to utilize subcontractors. Bidders must be qualified to complete services for which they submit a bid. Subcontractors must be approved in advance. All subcontractors are held to the same standards as the prime contractor including, insurance/safety/licenses/bonding.

Insurance Requirements

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 bid 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. Contractor shall cause RWRA to be listed as an additional insured on all policies where such inclusion is not prohibited by law and shall require RWRA to be listed as a party to be notified in the event of lapse of any coverage.

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 \$1,000,000 - \$3,000,000***.

*****Required only by the following contractors: Construction Services and Repairs, Electrical, Fencing, Grout Pumping, HVAC, Industrial Pumping(entry), Industrial Pumping (non-entry), Machine Shop, Mechanical Services-Non Entry, and Overhead Doors**

All Subcontractors are held to the same standards as the Prime in regards to insurance/safety/license/bonding.

Indemnity Agreement

All contractors shall be required to sign an indemnity agreement included in the bid package to be considered for this project.

Compliance with KRS 45A.343 and KRS 45A.395

Attached are statements which must be completed by bidders. These statements are required under the listed statutes and must be completed and submitted with the bid.

Kentucky Preference Law

RWRA follows KRS 45A.490 and 45A.494: Reciprocal preference to be given by public agencies to resident bidders.

Compliance with Applicable Laws/Regulations

Successful bidder must comply with the City of Owensboro/Daviess County ordinances relating to Occupational License Fees, business Licenses, payroll and net profits taxes and any other ordinances which may apply to any particular bid package.

Compliance with Equal Opportunity Statutes

The Regional Water Resource Agency is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. RWRA is also committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of RWRA that he also conforms to all Federal, State and Local equal opportunity statutes. Further, the contractor will reimburse RWRA for any damages incurred due to any violation of the above mentioned statutes by the contractor while under contract.

Additional Information

Requests for additional information or clarifications of bid specifications should be directed to Tonya Smith, Purchasing Manager, Telephone (270) 687-8440, or by email at bids@rwra.org. All inquiries shall be made no later than three days prior to the bid opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the bid. Addenda will be emailed to all prospective bidders of record and posted on www.rwra.org website.

Any bidder who receives this bid other than directly from the RWRA shall notify the RWRA that they have received the bid. This will allow the RWRA to notify all bidders of any addenda.

SPECIFICATIONS

Detailed specifications are listed below. All bidders are expected to meet or exceed all specifications. Any bidder submitting a bid, which does not meet or exceed the stated specification is required to identify the specification which is not met, with an explanation for the exception on the "Bidders Exceptions, Conflicts and Clarifications". RWRA reserves the right to consider any listed exception to determine if the exception is of a minor nature, and may be accepted, or if the exception is of such a serious nature that the bid will not be accepted. Upon acceptance of any bid, these specifications, other than exceptions provided by the bidder and acknowledged by RWRA, will become terms of all agreements between bidder and RWRA arising out of this solicitation.

1. Contractor must provide proof of commercial general liability, commercial automobile, workers' compensation and excess/umbrella insurance, if applicable, prior to initiation of work. **This must be provided in a timely manner or the work may be offered to the Contractor in the next position and the original Contractor may be removed from established list. RWRA reserves the right to request an updated insurance certificate prior to each job.**
2. Contractor must have any applicable City, County and/or State licenses and/or bonds which are subject to RWRA verification. Contractor shall also acquire proper permits, if applicable, for each specific project. Permit cost will be reimbursed to the contractor.
3. Any contractor that has not performed the specific services for RWRA within the past two years must provide two (2) commercial or industrial references for work performed for each trade within the past two years upon request by RWRA. References must be of work performed by Contractor personnel specifically comparable to the scope of work being bid.
4. As required by OSHA in some trades, the Contractor must provide a list of qualified competent employees who will be in charge of the jobsite. One of these will be required to be on the RWRA jobsite at all times while work is in progress.

5. It is not the intent of this bid to utilize subcontractors. Bidders must be qualified to complete services for which they submit a bid. Subcontractors must be approved in advance. Subcontractors will be held to the same standards as the prime contractor including insurance/safety/licenses/bonding.
6. Contractor must have sufficient equipment to perform work in a safe and timely fashion, and shall maintain a clean and safe work environment.
7. Based on the specific project, additional personnel or additional equipment may be required. Bidders are asked to list on the quotation sheet the hourly rate for each additional worker and the hourly rate for additional equipment with operator. The addition of any workers or equipment to the crew must be approved in advance by RWRA.
8. Contractors are required to notify RWRA inspectors of any/all work scheduled in advance of performance of said work. Any materials installed or labor performed without advance notification or installation inspection may not be approved for payment.
9. Overtime must have prior approval from authorized personnel of the RWRA before any work can begin. Overtime will only be paid at time and a half, unless otherwise approved by the RWRA.
10. There shall be no billing for travel time.
11. Fuel service charge must be approved in advance.
12. In the event that special equipment is needed to perform assigned work that is not normal to specified trade equipment, the price for equipment rental (compressors, hammer hoe, jack hammer, etc) or special operator must be approved by RWRA Inspector prior to beginning work. Safety equipment is not considered special equipment and Contractor shall provide all necessary safety equipment and supplies at all times. RWRA reserves the right to rent or supply equipment needed for each project. No markup shall be allowed on rental equipment. **Equipment and employees required for each crew are listed in (Appendix B)**
13. "Not to Exceed" Quotes may be requested for any project. Estimates and quotes shall be based on the service contracts hourly rate.
14. RWRA inspector will have the option of having the contractor sign their daily work sheet for labor charges.
15. All invoices submitted to the RWRA must be broken down per contract rates: labor, materials, and mark-up. The bid # 2024-02 and date(s) worked **must** also be included on the invoice. Copies of daily work sheets and copies of invoices, for any subcontractor services, shall be submitted along with the material invoices. No markup shall be allowed for subcontractor services, rentals, freight, returns, re-stocking fees or any sales tax paid by Contractor. RWRA reserves the right to request copies of receipts for materials prior to approval of payment. **See attached sample invoice. (Appendix A)**
16. All invoices must be submitted within (30) days after work is completed. Invoices must be submitted by mail to 1722 Pleasant Valley Road, Owensboro, KY 42303, or electronically to accountspayable@rwra.org. Payment of invoices submitted to any other address may be delayed.

Method of Establishing Contractor List:

1. Bids will be evaluated on a point system based on the following:
 - Per dollar hour - 7 points
 - Percent of materials markup – 1-3 points based on category:
 - Construction (A & B) – 1 point
 - Electrical – 3 points
 - Fencing – 3 points
 - Grout – 3 points
 - HVAC – 3 points
 - Industrial Pumping-Entry – 0 points (no mark-up)
 - Industrial Pumping-Non-entry – 0 points (no mark-up)
 - Machine Shop – 1 point
 - Mechanical Service Non-Entry – 1 point
 - Overhead Doors – 1 point
 - Zero markup should be recorded as such
****A maximum of 15% markup will be allowed**
 - Per dollar hour for each additional worker or truck/equipment – 1 point
2. The total of these factors will determine Contractor's final point total and establish his/her ranking among the total number of Contractors. Lowest point total will be assigned the first position on the Contractor's list, the next lowest point total will be assigned the second position on the Contractor's list of qualified bidders and so on until all Contractors are ranked. In the event of a tie for any position on the list, the Contractors having the same point total will be allowed one more bid and then the rankings will be determined. If after the second bid, their point totals remain the same, RWRA will alternate projects between the two at the order of ranking.

Method of Awarding Services:

1. The RWRA will offer the specific work to the Contractor in the first position on the established list. In the event this Contractor cannot perform the work as required by the RWRA, the work will be offered to the Contractor in the second position on the established list. If that Contractor is unable to perform, the offer falls to the next position and so on. The Contractor in the first position on the established list will be offered the work first every time specific work for his/her craft is identified. In the event that RWRA requests and the Contractor in the first position submits a Not to Exceed estimate that is determined by RWRA to be too costly, over RWRA's budget or otherwise not in the best interest of the Agency, RWRA reserves the right to request a Not to Exceed estimate from the Contractor in the next position and award the work accordingly.
2. There is no guarantee for any set amount of work to any Contractor.
3. At any time a Contractor's performance is determined by the RWRA to be unacceptable, or the Contractor is unable to perform in a timely or efficient manner, cannot properly comply with the operational requirements of the work, fails to provide requisite safety equipment, devices or supplies or work in a safe manner or cannot meet any of the requirements of the contract as listed herein, the Contractor may be disqualified from the established list for the remainder of duration of the current service contract.

Conditions of Agreement:

1. **The Regional Water Resource Agency reserves the right to bid any job separately if it is considered to be in the best interest of the RWRA.** The RWRA also reserves the right to request estimates/quotes from the

qualified Contractors before awarding the service. Estimates and quotes shall be based on the service contracts hourly rate.

2. The Regional Water Resource Agency reserves the right to supply any or all materials required with any or all work performed. This determination and/or materials pricing will be done per job. The cost of trade consumable supplies such as welding gases, solder, cutting torch gases, etc. are not considered as materials and cannot be billed as such. **Only items that remain as part of the repair, installation, or work provided can be included in material charges unless pre-approved by RWRA.**
3. RWRA reserves the right to rent equipment needed for each project.
4. **If scope of job in progress changes, RWRA reserves the right to use same Contractor for small or large construction crew or whichever is the most advantageous to RWRA.**

PROJECT QUALIFIED AND COMPETENT LEAD WORKER: Before commencing any work on any project, the Contractor shall submit to the Owner the name(s) and qualifications of the competent lead worker(s) who will be assigned as their representative in charge of the work on the project(s). Staffing must be approved prior to the start of work. In the interest of continuity, it is expected that Contractor personnel staffing shall be consistent in assignment and locally available. If, in RWRA's judgment, Contractor personnel are inconsistent in availability, individual staffing, or qualification relative to the specific work, Contractor may be disqualified from the established list for the remainder of the duration of the current service contract period.

CONDUCT OF WORKERS: The Contractor shall enforce strict discipline and good order among the Contractor's employees at all times. Employees of the Contractor shall conduct themselves in a professional manner. Employees shall confine their activities to the work areas and access routes. Disruptive or unsafe behavior, abusive or inappropriate language, alcohol and recreational drugs are specifically prohibited on or near the Owner's property, easement or public right of way. Any persons conducting themselves in an inappropriate manner will be removed from the job site at the request of the Owner, Engineer, or their representatives.

SITE CLEANLINESS: For the duration of the Contract, each Contractor shall maintain all haul roads, access roads, parking lots, and all other work areas free from dust, mud and/or any contaminants. All parking areas and roadways are to be kept clean of mud and other debris. No separate payment will be made for dust or mud control.

The Contractor shall, at all times, keep the Project premises and surrounding area free from the accumulation of waste materials or rubbish caused by his operations in connection with the Project. Upon completion of the Work, and prior to final inspection and acceptance, the Contractor shall remove all remaining waste materials, rubbish, Contractor's construction equipment, tools, machinery, and surplus materials and leave the Project (including but not limited to glass, hardware, fixtures, masonry, tile and marble) in a clean and usable condition satisfactory to the Owner. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the Contractor.

CLEANING AND TRASH REMOVAL: The Contractor shall provide trash containers of adequate size on the site. Each Contractor shall collect and deposit his/her debris in the containers. The Contractor shall remove all trash from the project daily.

WORKMANSHIP: All work will meet the IOMP - Public Improvement Specifications unless otherwise approved by the RWRA engineer. These specifications can be downloaded at www.iompc.org.

PROTECTION OF EQUIPMENT AND MATERIALS: Contractor shall provide suitable protection from damage to materials during construction and until final acceptance by the Owner.

SUBSTITUTION OF MATERIALS: Must be approved by the RWRA.

DAMAGED FACILITIES AND RESTORATION: The Contractor is responsible for locating and excavating around existing utilities. The Contractor shall be responsible for any damage to existing utilities and coordinating their repair with the proper agency or utility. The Contractor is also responsible for identifying depth and location for all existing utility lines prior to installation of sewer mains or taps to verify potential conflicts and determine if any adjustments in the sewer main or tap profiles are warranted prior to pipe installation. If a conflict is discovered that will require realignment or grade change of proposed sewer, Contractor shall notify engineer before proceeding. Identifying, locating, protecting and repairing existing utilities are not separate pay items and shall be considered incidental to the installation of sanitary sewer. Any change in alignment or grade resulting from a utility conflict is not a separate pay item and shall be considered incidental to the installation of sanitary sewer unless RWRA agrees that the conditions could not have been anticipated and significant work and/or delays resulted from the conflict.

The Contractor shall repair and/or replace, at no expense to the Owner, any damage to property or equipment caused by work performed under this contract. Final payment will be held until repairs have been made to the Owner's satisfaction.

All work and restoration shall be guaranteed by the Contractor for a period of one (1) year following completion and acceptance of the project.

CORRECTION OF WORK PRIOR TO FINAL PAYMENT: The Contractor shall promptly correct Work that is rejected by the Owner as failing to conform to the requirement of the Solicitation. In addition to being responsible for correcting the Work and removing any nonconforming Work or materials that are not corrected from the jobsite, the Contractor shall bear all other costs of bringing the affected Work into compliance.

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may take steps to correct the Work itself. If, within a ten (10) day period after receipt of written notice to correct the nonconformity, the Contractor has not made serious efforts to correct the nonconformity, the Owner may, without prejudice to any other remedies it may have, proceed to correct the non-conforming Work. An equitable deduction from the Quotation Sum will be made to cover the cost of correcting the Work.

APPENDIX A
SAMPLE INVOICE

Bid # 2024-02

RWRA Contact _____ Date(s) of Work _____

3 hours labor @ \$25.00 per hour	75.00
Materials	25.00
Materials mark-up (10%)	2.50
Subtotal	102.50
Tax	1.50
Total	104.00

Invoices will not be accepted unless in the above format.

APPENDIX B

All safety equipment is required to comply with OSHA regulations and RWRA safety policies.

Personal Protective Equipment (PPE) shall be used on RWRA properties. No shorts or tennis shoes allowed. Shoes shall be steel toe for construction type work.

RWRA reserves the right to supply material, supplies, equipment and operators on any project if in the best interest of RWRA.

Construction Services- is defined as repair, new installation and finish work related to sewer projects. Finish work to include, but not limited to, the replacement of concrete sidewalks, streets, curb/gutter, ditches, asphalt, dirt and grass seed/sod.

A. Construction Services and Repairs - Large Repair Crew:

Crew consists of: One (1) Qualified and competent lead worker and two (2) workers.

Minimum Equipment: One (1) tool truck including normal tools of the trade, one (1) tandem axle dump truck, one (1) Excavator (size equivalent of John Deere 200LC or Caterpillar 320), one (1) rock box, one (1) compactor (3000 lb. remote driven), and one (1) backhoe (minimum 90 horsepower, equivalent to John Deere 410J extendahoe. Certified trench boxes/shoring for ALL excavations, as required by OSHA regulations, as small as 4'W x 6'L.

Quote will also include cost of each additional worker per hour.

Quote will also include cost for administrative labor for estimates.

Quote will also include cost of each additional tool truck.

Quote will also include cost of additional dump truck and driver per hour.

Quote will also include cost of additional backhoe and operator per hour.

B. Construction Services and Repairs - Small Repair Crew:

Crew consists of: One (1) Lead worker and two (2) workers.

Minimum Equipment: One (1) tool truck including normal tools of the trade, one (1) single axle dump truck, and one (1) backhoe (equivalent to 90 horsepower, equivalent to John Deere 410J extendahoe) or rubber tracked excavator (equivalent to 32 horsepower). Certified trench boxes/shoring for ALL excavations, as required by OSHA regulations, as small as 4'W x 6'L.

Quote will also include cost of each additional worker per hour.

Quote will also include cost for administrative labor for estimates.

Quote will also include cost of each additional tool truck.

Quote will also include cost of additional dump truck and driver per hour.

Quote will also include cost of additional backhoe and operator per hour.

Quote will also include cost of additional rubber tracked excavator (equivalent to a 32 horsepower) and operator per hour.

Electrical – Installation and repair (must be a licensed journeyman or master electrician and ARC flash certified as needed)

Required: One (1) Journeyman Electrician along with a service truck and all normal tools of trade

Quote will also include cost of each additional worker per hour AND cost of a bucket truck with operator per hour

Fencing – Chain Link – defined as installation and/or repair of chain link fencing, gates and gate operators

Required – One (1) qualified worker along with tool truck and all required tools of the trade

Quote will also include the cost of each additional worker per hour

Grout Pumping Services is defined as mechanically placing cement grout to abandon sewer related pipes and structures of different lengths and sizes.

Required: (1) Pump operator

Minimum Equipment: (1) Tool truck, including normal tools of the trade (hoses, fittings, etc...), (1) Cement grout pump (maximum 500psi – 25 cu yd/hr)

Quote will also include cost of each additional worker per hour.

HVAC - Service and repair (must be HVAC and ARC Flash certified as needed)

Required: One (1) licensed technician and one service truck including normal tools of the trade.

Quote will also include hourly shop rate for fabrication.

Quote will also include cost of each additional worker per hour.

Quote will also include cost of scissor lift (20' minimum working height) per hour.

Industrial Pumping Services is defined as mechanically removing (with vacuum trucks) wastewater and solids from wells, vaults, silos, drainage wells, valve pits, tunnels, manholes, catch basins or any other related holding tanks or structures.

General - Must have considerable experience in Lift Station well cleaning and Wastewater Treatment Plants, vaults, silos, drainage well, valve pits, tunnels or any other confined space. All expenses of safety equipment, hoses, cam locks, gaskets or any other type of equipment related to this type of work shall be borne by the vendor. This work is by nature short-notice work and bidders must be prepared to complete work in conformance with all contract requirements as such.

Industrial Pumping – Non confined space entry

Crew consists of two (2) technicians

Minimum equipment: one (1) Vacuum truck equivalent to a 27" positive displacement unit (PD) machine or a three-stage fan machine capable of pumping depths of 60 feet with 4" and 6" capabilities.

Quote will also include cost of each additional technician per hour.

Quote will also include cost of additional truck per hour.

Industrial Pumping – Confined space entry required

Crew consists of: one (1) operator and three (3) workers.

Minimum equipment: one (1) Vacuum truck equivalent to a 27" positive displacement unit (PD) machine or a three-stage fan machine capable of pumping depths of 60 feet with 4" and 6" vacuum capabilities. Necessary confined space equipment that meets or exceeds OSHA standards.

Quote will also include cost of each additional worker per hour.
Quote will also include cost of additional truck and operator per hour.

Must have all confined space entry equipment and trained personnel to meet or exceed OSHA standards. RWRA will not assist with entry. Entry may be required in areas containing residual wastewater if deemed safe per OSHA standards. All bidders shall be required to submit their Confined Space Entry procedures and any other documentation required by RWRA to the RWRA Safety Manager before entry into RWRA confined spaces.

Machine shop – fabrication of parts for wastewater and mechanical repairs to pumps, gate valves and check valves ranging in size from 4” to 30”. Repairs over \$500 will require an estimate for pre-approval.

Quote will also include cost of each additional worker per hour.

Mechanical Services – Entry:

Non-Confined Space Entry

Required: One (1) Worker

Minimum equipment: One (1) tool truck, including normal tools of the trade, welding and cutting equipment.

Quote will also include cost of each additional worker per hour.
Quote to include administrative hourly rate for estimates.

Overhead Doors – Installation, repair and annual inspections of overhead doors.

Required: One (1) technician, one (1) service truck including normal tools of the trade

Quote will also include cost of each additional working per hour.
Quote will also include cost of scissor lift (20’ minimum working height) per hour/per day.

QUOTE SHEET

<u>Construction Services and Repairs</u> – Large Repair Crew (see Appendix B for details)		
Hourly Rate for 3 Member Repair Crew	(7 points)	\$
Percentage Mark Up for Materials	(1 point)	%
Hourly Rate for each additional worker	(1 point)	\$
Hourly Rate for administrative labor for estimates	(1 point)	\$
Hourly Rate for each additional tool truck	(1 point)	\$
Hourly Rate for each additional dump truck and driver	(1 point)	\$
Hourly Rate for each additional backhoe and operator	(1 point)	\$

<u>Construction Services and Repairs</u> – Small Repair Crew (see Appendix B for details)		
Hourly Rate for 3 Member Repair Crew	(7 points)	\$
Percentage Mark Up for Materials	(1 point)	%
Hourly Rate for each additional worker	(1 point)	\$
Hourly Rate for administrative labor for estimates	(1 point)	\$
Hourly Rate for each additional tool truck	(1 point)	\$
Hourly Rate for each additional dump truck and driver	(1 point)	\$
Hourly Rate for each additional backhoe and operator	(1 point)	\$
Hourly Rate for each add'l rubber tracked excavator and operator (1 point)		\$

<u>Electrical</u> (see Appendix B for details)		
Hourly Rate for 1 Licensed Journeyman Electrician	(7 points)	\$
Percentage Mark Up for Materials	(3 points)	%
Hourly Rate for each additional worker	(1 point)	\$
Hourly Rate for bucket truck with operator	(1 point)	\$

Fencing (see Appendix B for details)		
Hourly Rate for 1 worker	(7 points)	\$
Percentage Mark Up for Materials	(3 points)	%
Hourly Rate for each additional worker	(1 point)	\$

Grout Pumping (see Appendix B for details)		
Hourly Rate for 1 Member Crew	(7 points)	\$
Percentage Mark Up for Materials	(3 points)	%
Hourly Rate for each additional worker	(1 point)	\$

HVAC (see Appendix B for details)		
Hourly Rate for 1 HVAC Licensed Technician	(7 points)	\$
Percentage Mark Up for Materials	(3 points)	%
Hourly Shop Rate for fabrication	(1 point)	\$
Hourly Rate for each additional worker	(1 point)	\$
Hourly Rate for Scissor Lift	(1 point)	\$

Industrial Pumping Entry Required (see Appendix B for details)		
Hourly Rate for Truck with Operator and 3 Workers	(7 points)	\$
Hourly Rate for each additional worker	(1 point)	\$
Hourly Rate for additional truck and operator	(1 point)	\$

Industrial Pumping NON-ENTRY (see Appendix B for details)		
Hourly Rate for Truck with Operator and 2 technicians	(7 points)	\$
Hourly Rate for each additional technician	(1 point)	\$
Hourly Rate for additional truck and operator	(1 point)	\$

Machine Shop (see Appendix B for details)		
Hourly Shop Rate for Machine Shop	(7 points)	\$

Mechanical Services – Non-Entry (see Appendix B for details)		
Hourly Rate for 1 worker	(7 points)	\$
Percentage Mark Up for Materials	(1 point)	%
Hourly Rate for each additional worker	(1 point)	\$
Hourly Rate for administrative labor for estimates	(1 point)	\$
Overhead Doors (See Appendix B for details)		
Hourly Rate for 1 Technician	(7 points)	\$
Percentage Mark Up for Materials	(1) point	%
Hourly Rate for each additional worker	(1) point	\$
Hourly Rate for Scissor Lift	(1) point	\$
Daily Rate for Scissor Lift	(1 point)	\$

Name of Company: _____