

Regional Water Resource Agency

Request for Proposal

Bid Name	Preventative Maintenance on existing Genset Generators
Bid Number	2025-31
Bid Opening Date and Time	Tuesday April 8, 2025, at 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
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The Bidder acknowledges the following Addenda issued prior to Bid Opening Date:

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.

SUBMITTAL CHECKLIST

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.

	ADDENDA ACKNOWLEDGEMENT (page 2 IF APPLICABLE)
	INVITATION FOR PROPOSAL PAGE WITH BIDDER'S SIGNATURES AND CONTACT INFORMATION (first page)
	SIGNED ORIGINAL BID and 2 COPIES WITH PRICING PROPOSAL (pg.17)
	EXCEPTIONS, CONFLICTS & CLARIFICATIONS FORM(S) (page 3)
	VENDOR'S STATEMENTS PURSUANT TO KRS 45A.343 AND KRS 45A.395. (page 5)
	PROHIBITION OF CONFLICTS OF INTEREST, GRATUITIES, KICKBACKS AND USE OF CONFIDENTIAL INFORMATION (page 6)
	INDEMNITY AGREEMENT (page 7)
	INSURANCE CERTIFICATION (Sample on page 8)
	BIDDER'S W-9 FORM
	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 and Finance Manager
270-687-8440 bids@rwra.org or Tonya.smith@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 Tuesday, April 8, 2025. If received after this time the bid will be returned to Bidder unopened

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*

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 of omissions of the Contractor or anyone employed directly or indirectly by the Contractor, or any subcontractor 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: _____

Print Name: _____

Print Name: _____

Signed By: _____

Signed By: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/13

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 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 Neace Lukens - Owensboro 1925 Frederica Street P.O. Box 1627 Owensboro, KY 42302-1627 Todd Anderson	270-926-4550 270-663-6704	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Kentucky League of Cities INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # S0402
INSURED On Site Contractor 1722 Pleasant Valley Road Owensboro, KY 42303			

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 INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJ <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	EXAMPLE	07/01/12	07/01/13	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	EXAMPLE	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$		<input checked="" type="checkbox"/>	EXAMPLE	07/01/13	07/01/14	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EXAMPLE	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, 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 RWRA 1722 Pleasant Valley Rd Owensboro, KY 42303	CANCELLATION 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
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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 the 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 the 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 two (2) copies 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.

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 Tuesday April 8, 2025; 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.**

Taxes

All prices shall be quoted exclusively of any taxes. The RWRA is exempt of all Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to RWRA from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax. RWRA will supply the Contractor with TAX EXEMPT ID for the purchase of materials upon Award of the Contract.

Bidder's Qualifications

Contractor must demonstrate to the satisfaction of RWRA that he/she has adequate equipment, personnel, experience, licensing and qualifications in the specific technical field (RWRA may request details regarding specific experience) and an 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 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 60 days after bid opening.

Contract Terms/Renewals

The initial term of this contract will be for a period beginning on the award of the contract and ending one year from the award date. Upon mutual agreement of RWRA and the winning bidder, this contract may be renewed for one (1) year, up to four (4) renewals, for a possible total contract term of approximately five (5) years. Such renewals are 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. The award will be made to the most 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 must include name, address, phone number and contact person. **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). If, in the opinion of the RWRA, the 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 considerations.

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 the necessary labor and equipment needed to complete contract.

Attire

Contractor's employees should 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

No subcontractors are allowed for this contract.

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.

The Regional Water Resource Agency shall be listed as "Additional Insured" in respects to General Liability, Automobile and Excess/Umbrella Liability.

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 RFP 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 proposal opening date. Clarifications may be made orally; all alterations, revisions or amendments to the specifications will be made only in writing by means of an addenda. Bidders are required to acknowledge receipt of all addenda on the quotation sheet submitted with the proposal. Addenda will be emailed to all prospective bidders of record and posted on www.rwra.org website.

Any bidder who receives this RFP other than directly from the RWRA shall notify the RWRA that they have received the RFP. 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 specifications 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 serious nature that the bid will not be accepted.

1. The 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 the 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. The 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. Contractors must have sufficient equipment to perform work in a safe and timely fashion and shall maintain a clean and safe work environment.
5. 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.

6. Overtime must have prior approval from authorized personnel of the RWRA before any work begins. Overtime will not be paid at time and a half, unless otherwise approved by the RWRA.
7. There shall be no billing for travel time.
8. Fuel service charge must be approved in advance
9. 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 or special operator must be approved by the 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.
10. All invoices submitted to the RWRA must be broken down per contract rates: labor, materials, and mark-up. The bid #2025-31 and date(s) worked must also be included on the invoice. Copies of invoices shall be submitted along with the material(s), if applicable. No markup shall be allowed for 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.
11. 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 Awarding Services:

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

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

The RWRA reserves the right to reject any and all proposals and to waive any irregularities in said proposals, and the RWRA also reserves the right to award proposals based on the best interest and/or most advantageous to RWRA. Selection of a bidder will be accomplished via an evaluation which takes all evaluation criteria into consideration, including but not limited to the cost of identified services to obtain the best value for the Owner. The selection committee will consider information supplied by the bidder in its Proposal, information obtained from contact references provided by the bidder in its Proposal, and any other pertinent information available to the committee. The selection will be made by a committee assigned by the Owner. Once the selection has been made, such selection is final.

The bidder will be determined based on a decision matrix with the following evaluation criteria, not necessarily in this order:

1. Price
3. Certification and experience of bidder.
4. Availability/Proximity to work site(s)
5. Services Performed/Scope of services offered

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 firm/individuals before awarding the service. Estimates and quotes shall be based on the 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 concrete cylinders, 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.

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.

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.

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

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.

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.

SCOPE OF SERVICES

The Regional Water Resource Agency (RWRA), the municipal sewer utility of Owensboro-Daviess County, Kentucky, is seeking a reputable contractor to provide Preventative Maintenance on our existing Genset Generators (including Inspection) every six (6) months.

The services to be provided are on the Generator type and locations as follows:

- 1250 KW CUMMINS Serial # D200755838 located at 1722 Pleasant Valley Rd.
- 1100 KW CAT Serial # 24207569 located at 833 Higdon Rd.
- 80 KW ONAN Serial # F190584240 located at 2101 Grimes Ave.
- 250 KW CAT Serial # 2WB01394 located at 1035 Southtown Blvd.
- 1250 KW GENERAC Serial # 3003677270 located at 1201 Ewing Rd.
- 1250 KW GENERAC Serial # 3014801389 located at 1201 Ewing Rd.
 - All are located in Owensboro, KY 42303

TECHNICIAN AND INSPECTOR CERTIFICATION

The technicians and inspectors shall be certified to conduct the work each individual test/inspection requires, the bidder shall submit applicable training and certifications applicable to the work listed, failure to do so may disqualify the bid entirely.

Detailed scope of services are listed below. Bidders are encouraged to submit bids on any/all units in which they are capable of servicing, even if bidders cannot service all units within this specification. All bidders are expected to meet or exceed all specifications for any units a bid price is submitted for. Any bidder submitting a proposal on all or individual units, 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 proposal will not be accepted. RWRA reserves the right to award individual unit service agreements to different bidders separately or all units in total to a single bidder based upon the best interest of the Agency and the selection criteria specified in this RFP.

Vendor may submit bids for all generators or only those they are certified to service. Bidder shall specify any offered discount(s) on a separate line item. Bidders may be awarded single unit agreements or combinations/packages of units as most advantageous to RWRA.

SCOPE OF SERVICES: FULL SERVICE (INCLUDES INSPECTION AS FOLLOWS) – every six (6) months

- A. OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS
 1. Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
 2. Check all pulleys, belt tensioners, slack adjusters and idler pulleys for travel, wear and overall condition. Inspect/lubricate drive bearings, gear or belt drives and other shaft connecting hardware.
- B. LUBRICATION OIL & FILTRATION SERVICE
 - Change oil filter, fuel and water filters **NO OIL CHANGE**
 1. Post lube services operations of genset (unloaded) at rated temperature
- C. BATTERIES AND BATTERY CHARGER
 1. Visually inspect battery terminal connections
 2. Verify electrolyte level, vent caps of all cells in the starting battery system

3. Visually inspect wiring, connections and insulation record battery charging functions
 4. Record battery information record battery condition test
- D. FUEL SYSTEM
1. Visually inspect ignition system (Natural gas and propane only) record primary tank fuel level
 2. Inspect engine fuel system for leaks
 3. Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
 4. Visually inspect rupture/containment basin inspect day tank and controls (if applicable)
optional – fuel sample for laboratory analysis
- E. COOLING SYSTEM
1. Record coolant level
 2. Visually inspect for coolant leaks and visually inspect drive belts condition
 3. Verify for proper coolant heater operation record jacket water temperature
 4. Visually inspect fan, water pump, drives, and pulleys. Visually inspect all coolant hoses, clamps and connections
 5. Visually inspect radiator condition and visually inspect louver for damage
 6. Visually inspect fan hub and drive pulley for mechanical damage
- F. LUBRICATION SYSTEM
1. Visually inspect engine oil leaks
 2. Visually inspect the engine oil lines and connections and record oil level
- G. GENSET CONTROLS AND ACCESSORIES
1. Visually inspect all engine mounted wiring, senders and devices
 2. Visually inspect all control mounted components and wiring
 3. Verify all connecting plugs are tightened and in good condition
 4. Visually inspect all accessory components and wiring and visually inspect and test lighting indicators
- H. INTAKE AND EXHAUST SYSTEMS
1. Visually inspect air filter and housing
 2. Visually inspect all engine piping and connections and record air cleaner restriction
 3. Visually inspect engine exhaust system for leaks and visually inspect rain cap
 4. Optional – Air filter replacement if needed
- I. GENERAL CONDITIONS
1. Visually inspect governor linkage and oil level and visually inspect guards
 2. Visually inspect enclosure
 3. Visually inspect engine and generator mounts and verify emergency stop operation
- J. TRANSFER SWITCH
1. Visually inspect controls and time delay settings
 2. Verify function of exercise clock and record settings from controller
 3. Verify remote start control operation and record utility/source one voltage
- K. AFTERTREATMENT
1. Verify DEF level and record DPF restriction
 2. Visually inspect aftertreatment and controls

FULL SERVICE (INCLUDES INSPECTION AS FOLLOWS) – every six (6) months and every twelve (12) Months (6 months inspection with the addition of an oil change)

QUOTE SHEET

Generator	Location Address	Frequency	Unit Price	Total Price
1250 KW CUMMINS Serial # D200755838	1722 Pleasant Valley Rd.	Every 6 months		
1250 KW CUMMINS Serial # D200755838	1722 Pleasant Valley Rd.	Every 12 months		
1100 KW CAT Serial # 24207569	833 Higdon Rd.	Every 6 Months		
1100 KW CAT Serial # 24207569	833 Higdon Rd.	Every 12 months		
80 KW ONAN Serial # F190584240	2101 Grimes Ave.	Every 6 months		
80 KW ONAN Serial # F190584240	2101 Grimes Ave	Every 12 Months		
250 KW CAT Serial # 2WB01394	1035 Southtown Blvd.	Every 6 months		
250 KW CAT Serial # 2WB01394	1035 Southtown Blvd.	Every 12 Months		
1250 KW GENERAC Serial # 3003677270	1201 Ewing Rd.	Every 6 months		
1250 KW GENERAC Serial # 3003677270	1201 Ewing Rd	Every 12 Months		
1250 KW GENERAC Serial # 3014801389	1201 Ewing Rd.	Every 6 months		
1250 KW GENERAC Serial # 3014801389	1201 Ewing Rd	Every 12 Months		

Offered Discount(s) and terms of discount: \$ _____ Terms: _____

Total Bid Frist Year Service (Including offered discount(s) \$ _____

Name of Company:
