



Campbell County Fiscal Court  
1098 Monmouth Street, Newport, KY 41071

**Invitation to Bid**

**I. Bid Information**

- a. Bid Request: Snow Removal FY2021
- b. Department: Facilities
- c. Bid Opening: 09/10/2020 at 10AM

This bid will be recorded and the bid tabulation results will be posted at <http://www.campbellcountyky.gov> on the Bids and Opportunities page as allowed under KRS 45A.365.

- d. Location of Opening:  
Campbell County Administration Building, Recorded, DO NOT ATTEND. For the safety of our citizens, vendors, and staff results will be posted as listed in Item C above. Please read Section II, J for more details.

e. Bidder Information:

Bidders Name \_\_\_\_\_

Signature \_\_\_\_\_

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

Firm/Co. Address \_\_\_\_\_

Firm/Co. Phone \_\_\_\_\_

Firm/Co. Email \_\_\_\_\_

**II. Instructions to Bidders – Terms and Conditions**

The Campbell County Fiscal Court will accept bids for Snow Removal until 10AM on 09/10/2020.

**A. Authority**

- 1. This Invitation for Bids is issued in accordance with applicable provisions of the Campbell County Administrative Code Chapter 4 Purchasing and Contracts.
- 2. This is not an order. Please read all instructions, terms, and conditions carefully.

**B. Transmission**

- 1. Bids should be submitted in a sealed envelope addressed to Campbell County Finance, 1098 Monmouth Street, Suite 322, Newport, KY 41071 via mail or third-party package delivery.

2. The envelope must be clearly marked with the bid title "Snow Removal".
3. Bids will be received at the CCFC Finance department via mail or package delivery until the date specified.
4. Late bids, those not clearly marked, or those that do not follow the instructions will not be accepted.

**C. Instructions**

5. Bid forms must be signed in ink.
6. One original and one copy of the bid must be submitted. Keep a copy of the bid for your records.
7. A list of qualifications and a minimum of three reference are required. Please refer to Section VII.
8. Bidders should verify their bids before submission. Errors in preparing the submission confers no right of withdrawal or modification after open.
9. Bidders are responsible for all costs associated with the preparation of response to the invitation for bids. Campbell County is not liable for any costs incurred by bidders in their response to this request.
10. A pre-bid or pre-award visit to bidder may be required at the discretion of the Owner.

**D. Pricing**

1. Firm prices are required.
2. All prices quoted must be F.O.B. destination shown in shipping instructions on specification.
3. Insert time discounts, if any. Time discounts will not be a factor in award determination.
4. Quotations must be submitted on the bid price sheet indicating unit price, total extension of each item, and grand total of bid.
5. Unit prices should be based on the bid specification instructions. Please direct questions to the County at 859-547-1825 prior to submitting a bid.
6. Trade discounts must be deducted by the vendor in calculating the unit price. The unit price must be net.
7. CCFC is KY sales and use tax exempt. Do not include sales tax in any pricing.

**E. Warranty**

The selected Bidder shall provide warranty on any services and materials found to be defective or faulty due to imperfect or bad workmanship/materials within one year from the date of completion at no additional cost to the County. This warranty does not change or void any warranties expressed or implied to which the purchase is subject.

**F. Regulatory Compliance**

1. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Campbell County Fiscal Court any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Campbell County Fiscal Court contracts for a period of two (2) years.
2. All bidders must possess all federal, state, and local qualifications licenses to provide products or services in Campbell County, the Commonwealth of Kentucky, and the United States.
  - a. Including, but not limited to

- i. Business license issued by the Occupational License Department of Campbell County
  - ii. Hazardous Communication Program (OSHA)
  - iii. Workers' Compensation Certificate
  - iv. Liability Insurance
3. Successful bidder shall comply with the Kentucky Human Rights Act, HRA 344.150-344.270 as amended and any rules and regulations promulgated therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640 which is incorporated herein by reference. Furthermore, the successful bidder shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.
4. The scoring of this bid is subject to reciprocal preference for Kentucky resident bidders. Bidders not claiming resident bidder status need not submit the corresponding affidavit.

#### **G. Reserved Rights**

1. Campbell County Fiscal Court reserves the right to reject any or all bids, including without limitations the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional bids, to waive formalities, and to reject the bid of any Bidder if CCFC believes that it would not be in the best interest of Campbell County Fiscal Court to make an award to that Bidder. CCFC also reserves the right to negotiate with the apparent qualified Bidder to such an extent as may be determined by Campbell County Fiscal Court.
2. CCFC reserves the right of renewal for any service and maintenance contracts that may be needed for a minimum of two (2) one (1) year periods.
3. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder
4. In the event the successful bidder fails to complete the project by the completion date and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of 1% per project per calendar day.
5. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.

#### **H. Award**

It is the intent of Campbell County Fiscal Court to award a contract to the lowest responsible bidder meeting specifications. CCFC reserves the right to determine the lowest responsible bid/offer in any way determined to be in the best interests of Campbell County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

#### **I. COVID-19 Bidding Procedures**

1. KRS 45A.365 allows for electronic posting of required bid information such as the amount of a bid and the name of the bidder. The current local, state, and federally declared public health emergency has necessitated electronic methods be used to ensure social distancing recommendations for public health.

2. Bid openings will be held in an audience of three employees of the Campbell County Fiscal Court. These openings will be recorded and recordings will be available via open records request.
3. Bid tabulations will be posted to the County website under "Opportunities and Bids" free for public view. These results can also be requested from Laura Lewis at [LLewis@campbellcounty.gov](mailto:LLewis@campbellcounty.gov) or 859-547-1825.
4. Please ensure your bid documents will be received by the bid open deadline of 9/10/2020. Bid documents will only be received by US mail or third-party package delivery due to social distancing guidelines.
5. These guidelines have been enacted for bidder, employee and public safety according to social distancing guidelines issued at the local, state, and federal level.

### III. **Bid Specifications**

- A. Snow removal commences when accumulation reaches 1 ½ inches or more without notification.
- B. Snow will be removed by 7:30AM Monday through Saturday.
- C. Continuous snowfall during business hours shall not accumulate more than one inch before being removed.
- D. For overnight snowfall, removal shall stop at 5:30PM and commence early enough the next business morning to clear paved areas by 7:30AM.
- E. Sidewalks shall follow the same schedule above, using sidewalk safe snow/ice melting capacities.
- F. No rock salt or sodium-based chemicals shall be used on sidewalks.
- G. **No subcontracting of the work will be permitted.**
- H. Any work above scope must be approved by Facilities Director before starting.
- I. Contractor will be available 24/7 via phone and able to respond within two hours upon request.

**IV. Bid Price Sheet**

Location/Description	Cost	Unit
1098 Monmouth Street Lot Plowing		Per Hour
1098 Monmouth Street Sidewalk Snow Removal		Per Hour
1098 Monmouth Street Sidewalk Ice Melt		Per Bag
1098 Monmouth Street Parking Lot Salting		Per Trip
35 East 11 <sup>th</sup> Front/Back Lots Salting		Per Trip
35 East 11 <sup>th</sup> Front/Back Lots Plowing		Per Hour
35 East 11 <sup>th</sup> Sidewalks Ice Melt		Per Bag
601 Central Plowing		Per Hour
601 Central Shovel Sidewalk		Per Hour
601 Central Sidewalk Ice Melt		Per Bag
601 Central Salting		Per Trip
3504 Alexandria Pike Senior Center Plowing		Per Hour
3504 Alexandria Pike Senior Center Sidewalk Removal		Per Hour
3504 Alexandria Pike Senior Center Sidewalk Ice Melt		Per Bag
3504 Alexandria Pike Senior Center Salting		Per Trip
1985 Poplar Ridge Animal Shelter Plowing		Per Trip
8330 West Main Street Clerk's Office Plowing		Per Hour
8330 West Main Street Salting		Per Trip
8352 East Main Street Old Courthouse Plowing		Per Hour
8352 East Main Street Old Courthouse Salting		Per Trip
Minimum trip charge for snow plow		Per Trip
Minimum trip charge for salting		Per Trip

Signature: \_\_\_\_\_

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

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

**V. Authentication of Bid and Affidavit of Non-collusion and Non-conflict of Interest**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

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

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into the contracts with the Campbell County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61,096 and 42.990; and

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

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

**NOTICE**

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

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

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

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

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

**VI. Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status**

**For Bids and Contracts in General:**

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

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

**VII. References/List of Relevant Work**

1. Attach additional sheets if necessary

Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	
Project:	
Client:	
Contact Name:	
Phone Number:	
Email:	
Description of Work Performed:	