



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

**Invitation to Bid – Road Materials Culvert Pipe**

**I. Bid Information**

- A. Bid Request: Culvert Pipe  
Bid Posted May 8, 2024
- B. Department: Road
- C. Bid opening: May 28, 2024 at 1:00 PM Eastern
- D. Location of Open: Campbell County Administration Building – 1<sup>st</sup> Floor Fiscal Court Chambers, 1098 Monmouth Street, Newport, KY 41071

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 Culvert Pipe until 1:00 PM May 28, 2024.

**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 or to the front reception desk.
- 2. The envelope must be clearly marked with the bid title. “**SEALED BID – ROAD MATERIALS-  
CULVERT PIPE**”
- 3. Bids will be received at the CCFC Finance department until the date specified. Please contact us at 859-547-1827 with any questions.

4. Late bids, those not clearly marked, or those that do not follow the instructions will not be accepted.
5. Campbell County Fiscal Court will not be held responsible for any premature opening or failure to open any bid not properly addressed and identified as stated above.

**C. Instructions**

1. Bid forms must be signed in blue ink.
2. One original and one copy of the bid must be submitted. Keep a copy of the bid for your records.
3. A list of qualifications and a minimum of three references are required. Please refer to Section VII.
4. Bidders should verify their bids before submission. Errors in preparing the submission confers no right of withdrawal or modification after open.
5. 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.
6. 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 859-547-1827 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.

**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. Bonds**

1. Bid bonds, performance bonds, and payment bonds as prescribed by KRS 45A.430, 435, 440 are required for any bids/proposals that exceed \$99,999. Each bid, or the combination of submitted bids, over \$99,999 must be accompanied by a 5% bid bond of the grand total of the bid. The bid bond of the successful bidder will be retained until a performance bond has been executed and approved, after which the bid bond will be returned. The successful bidder will be required to post a performance bond in the amount of 100% of the bid if awarded a contract over \$99,999. Bonding and surety requirements may vary by project/commodity. Please contact Owner for more information.

#### **H. 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.

#### **I. 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.

**III. Bid Specifications**

- A. Contract is effective July 1, 2024 through June 30, 2025.
- B. Quantity of all bid items will be on an as needed basis by the County Road Supervisor.
- C. Delivery will be made F.O.B. Destination to the County Road Department at 1175 Race Track Road, Alexandria, KY 41001.
- D. **Firm pricing is required.**
  - i. Quote all prices by foot.
- E. Three types of pipe will be considered:
  - i. Corrugated Metal Pipe (CMP)
  - ii. High Density Polyethylene (HDPE) should be corrugated, smooth lined, bell with gasket
  - iii. **Alternate – Coated**
    - 1. All pipe and connecting bands to be half asphalt coated per Kentucky 2008 Standard Specification Section 810.04.01

IV. Bid Price Sheet

Pipe Size	CMP – 16 gauge	HDPE – smooth lined, corrugated w/ gasket and bell	ALT – CMP w/ Coated bottom
12 inch			
15 inch			
18 inch			
24 inch			
30 inch			
36 inch			
42 inch			
48 inch			
60 inch			
Connecting Bands			

**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**

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:	