



DAVIESS COUNTY FISCAL COURT

212 St. Ann Street, Room 202
Owensboro, KY 42303
(270)-685-8424

www.daviessky.org County Government > Current Bid Documents

ISSUED: 05-14-2019

Invitation for Bid: 19-2019: HORSE FORK CREEK PARK STEEL FENCE SYSTEM (PARKS)

BIDS SHALL BE ACCEPTED UNTIL: **THURSDAY, MAY 30th, 2019**, @ 2:00 P.M. LOCAL TIME, AT WHICH POINT THEY WILL BE OPENED AND PUBLICLY READ AT THE DAVIESS COUNTY COURTHOUSE.

SPECIFICATION CONTACT

Ross Leigh
Daviness County Parks & Recreation
270-685-8456
rleigh@daviessky.org

CONTRACT CONTACT

Jordan Johnson
Daviness County Fiscal Court
270-685-8424
jjohnson@daviessky.org

[SAMPLE ENVELOPE]

MAIL ONE (1) COMPLETE COPY WITH VENDOR AND BID INFORMATION AS SHOWN IN SAMPLE

Vendor Name	
Vendor Address	
Contact Number	Attn: Purchasing Department Daviness County Fiscal Court 212 St. Ann Street, Room 202 Owensboro, KY 42303

SEALED BID: (Bid Name)

CONTRACT TERM AGREEMENT: Upon Approval of Daviess County Fiscal Court

The undersigned certifies that he/she has the authority to bind this company in an agreement/ contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid, the Vendor acknowledges that they have read, understand and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration. This Bid, if accepted, will constitute an Agreement and Contract with Daviess County, Kentucky, upon approval by Daviess County Fiscal Court. Prices are firm during this agreement term, unless agreed upon in writing by the County.

Company Name

Authorized Agent (Print)

Signature

Title

Address

City/State/Zip Code

E-Mail Address

Phone Number

_____/_____/_____
Date

Fax Number

2.0 BID FORM: HORSE FORK CREEK PARK STEEL FENCE SYSTEM (PARKS)

THE LUMP SUM PRICE BELOW INCLUDES ALL LABOR, MATERIALS, BAILING, OVERHEAD, PROFIT, INSURANCE, TAXES, AND OTHER COSTS NECESSARY TO COMPLETE THE FURNISHED WORK. THE BIDDER IS SOLELY RESPONSIBLE TO PROVIDE SUFFICIENT MATERIALS, EQUIPMENT, AND EFFORT TO COMPLETE THE WORK.

TOTAL BID PRICE \$ _____

Estimated Starting Date ____/____/____

Estimated Completion Date ____/____/____

Any Exceptions to Bid? Yes No

IF YES, PLEASE INCLUDE DOCUMENTATION DENOTING ANY EXCEPTION AND WHAT SECTION(S) IT PERTAINS TO. FAILURE TO PROPERLY RECORD EXCEPTIONS COULD RESULT IN IMMEDIATE REJECTION OF THE BID.

2.1 BASIC DEFINITIONS

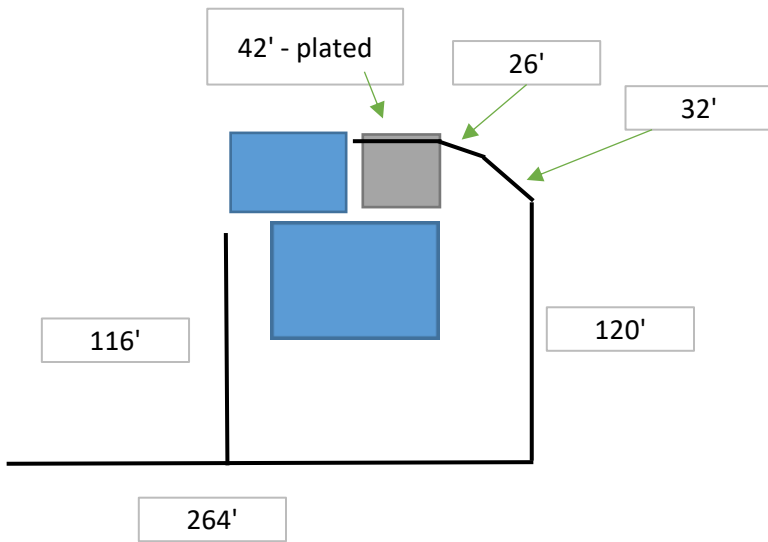
- I. **THE OWNER:** The term "Owner" or "County" shall be synonymous with Daviess County Fiscal Court and its agents and representatives.
- II. **THE WORK:** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- III. **THE PROJECT:** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.
- IV. **THE DRAWINGS:** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- V. **THE SPECIFICATIONS:** The Specifications and Technical Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

2.2 GENERAL SPECIFICATIONS

- I. **AWARD NOTICE:** The Owner shall furnish the Bidder receiving award with a Notice of Award. The Contractor shall have Ten (10) Calendar Days from the notice of award to submit all required documents to execute this contract. If all requirements are not met within the specified time period the Contractor's Bid Bond accompanying his Bid, and the proceeds thereof, shall be paid into the General Fund of the Daviess County Fiscal Court, for failure of the Contractor to execute the contract. When all requirements have been met, the Owner may issue the Contractor a Notice to Proceed.
- II. **"OR EQUAL" CLAUSE:** Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance, function, and aesthetic.
- III. **EQUAL EMPLOYMENT OPPORTUNITY:** Daviess County Fiscal Court 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. The Owner is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The Owner complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of the Owner that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the contractor will reimburse Daviess County Fiscal Court for any damages incurred due to any violation of the above mentioned statutes by the contractor while under contract to the Owner.
- IV. **GENERAL SCOPE:** To install a welded steel fence system defined by the specifications at Horse Fork Creek Park, 3005 Fairview Drive, Owensboro, KY 42303.
- V. **PRODUCT EQUIVALENCY:** For guidance only, the Fiscal Court would desire the target performance of an Ameristar Montage Residential Steel Fence System (Fusion Welded).

2.3 PROJECT INSTRUCTIONS/SPECIFICATIONS

- Total length: 600 feet (42 feet will be plate-mounted on an existing concrete pad and 558 feet will be installed in the ground at a minimum of 21 inch footing depth using wet-poured concrete).
- Three (3) rail steel fence product with both flush top and bottom rails.
- 2 inch by 2 inch (16 ga.) posts and 5/8 inch (18 ga.) picket with no more than 3 3/4 inch picket spacing are to be used.
- Fence sections are to be 8-foot on center (96") by 4-foot (48") in height. All system components are to be included.
- Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft. Indoor storage cannot be accommodated at the job site.
- Contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.
- There are no gates associated with this project.



this illustration is not to scale and for illustration purposes only

3.00 BID REQUIREMENTS

This and all other pages/sections are inclusive in the bid specifications and are agreed upon in the Contract Term Agreement as Contractual Provisions.

3.01 REQUIRED DOCUMENTS: Bidders are only required to submit the Contract Term Agreement (Page 1) and the Bid Form (Page 2) from this document. This document is agreed to in full by completion of these two pages.

*ALL REQUIRED BONDS, LICENSES OR CERTIFICATES OF INSURANCE MUST ACCOMPANY THIS CONTRACT ON SUBMISSION. FAILURE TO DO SO RISKS IMMEDIATE REJECTION OF THE BID.

3.02 DEFINITIONS:

- I. The term "County" means Daviess County, Kentucky and its designated representatives.
- II. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- III. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

3.03 KENTUCKY OPEN RECORDS LAW: At the time a bid or proposal is submitted to the County, the Vendor shall identify any information that is submitted as a part of the bid that is proprietary or confidential in nature and not subject to release for public inspection. The County will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

3.04 NEW GOODS, FRESH STOCK: Unless otherwise specified, all contractors shall provide new commodities, fresh stock, latest model, design or package.

3.05 METHOD OF AWARD: This bid will be evaluated on the evaluation criteria established in the bid specification and awarded based on the best evaluated bid.

The County reserves the right to reject any and all bids or parts thereof, and to waive any irregularities in said bids. The right is reserved to award bids based on the best interest and/or what is most advantageous to the County. The County also reserves the right to consider as a part of the bid evaluation the stated warranty, stated delivery schedule and payment terms. Award will be made, according to the opinion of the Daviess County Fiscal Court, to the best evaluated bid.

3.06 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- I. The Prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- II. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- III. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

3.07 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

3.08 PRICE: All prices shall be quoted exclusive of any taxes. The Daviess County Fiscal Court is exempt from Federal Excise Tax and/or Kentucky Sales Tax. Any items supplied **directly** to Daviess County Fiscal Court 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 and use tax.

Note 1: In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Note 2: Bidders must provide manufacturer's product literature (if available) and appropriate with the bid submission.

Note 3: Prices quoted shall remain firm and open to acceptance by the County for a minimum period of sixty (60) days after bid opening.

3.09 SHIPPING CHARGES: All items quoted shall be "F.O.B. Destination". No additional freight charges will be allowed.

3.10 BID SUBMISSION INFORMATION:

Separate sealed bids shall be received by the Daviess County Fiscal Court, P. O. Box 1716, Owensboro, KY 42302-1716.

SAMPLE ENVELOPE

Vendor Name	
Vendor Address	
Contact Number	Attn: Purchasing Department Daviess County Fiscal Court PO Box 1716 Owensboro, KY 42302-1716
SEALED BID: (<i>Bid Name</i>)	

Bids must be received by 2:00 P.M. Local Time. Any bids received after 2:00 P.M. will not be accepted. Bids will be opened and publicly read at that time. Specifications are on file at the Daviess County Judge Executive's Office at 212 St. Ann Street, Room 202, Owensboro, KY 42303, or by calling Jordan Johnson, (270)-685-8424.

3.11 BID OPENINGS: Bids will be publicly opened and read aloud at the time indicated on Page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

3.12 DELIVERY: Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

3.13 INSPECTION, ACCEPTANCE AND APPROVALS: Goods at all times and places, including the period of manufacture, are subject to inspection and test by the County. The County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from the County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to the County.

3.14 WARRANTY: Unless otherwise agreed to in writing by the parties, the Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by the County. If the items were not ordered to specifications, the Supplier warrants they will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to the County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. The County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at the Supplier's expense. Return to the Supplier of any defective or non-conforming goods and delivery to the County of any corrected or replaced goods shall be at the Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by the County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance, and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

- 3.15 CHANGE ORDER:** The County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, the County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.
- 3.16 PAYMENT:** Payment will be made to the Supplier within 30 days or less after delivery of goods or services **and** submission of certified invoices. Price is tax-exempt. Unless further detailed in the bid specifications, or unless the Contract is for multiple purchases over a given period, a single payment will be issued in the amount of the Total Bid Price.
- 3.17 SELLER'S INVOICES:** Invoices shall contain the following information: Bid Number, Purchase Order Number (if supplied), Contract description of goods or services, sizes, quantities, unit prices and extended totals.
- 3.18 COMPLIANCE WITH APPLICABLE LAWS:** Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Kentucky or any other Governmental authority or agency in the manufacture or sale of the goods or services.
- 3.19 CHOICE OF LAW:** This bid and Contract shall be governed and interpreted according to the laws of the State of Kentucky. Venue for any court action shall be in Daviess County, Kentucky.
- 3.20 BID DEPOSITS / BONDS:** Bid Deposits / Bonds are not required unless specified in the specifications. Bid Deposits / Bonds must be in the exact amount as stipulated in the bid.
- 3.21 PERMITS AND CODES:** Unless otherwise set out in the specifications or required by the agencies involved, the Contractor shall make application for, obtain and pay for **all** licenses and permits necessary for the prosecution of the Work and shall pay for all fees and charges in connection therewith. The Contractor shall be required to comply with all state or municipal ordinances, laws, and/or codes in so far as the same are binding on the Owner.
- 3.22 CONTRACT TERMINATION:**
- I. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County with a thirty (30) day written notice. The Vendor may only terminate the Contract with consent of the County in writing, and must give the County a sixty (60) day written notice to request termination of the Contract. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
 - II. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
 - III. Default: The County may terminate the whole Contract or any part in either of the following circumstances:
 - A. If Supplier fails to deliver the items required by the contract within the time specified; or
 - B. If Supplier fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms. In the event of termination under subparagraph B, the County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to

include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of the County provided in subparagraph B shall be in addition to any other rights provided by law or the Contract.

- C. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the Supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

3.23 RENEWAL OPTION: The County reserves the right to extend the awarded contract for one (1) additional one-year term with the written consent of the awarded Vendor for up to a maximum of four (4) consecutive extensions.

3.24 NON-EXCLUSIVE AGREEMENT: The Contractor shall understand and agree that the Contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or projects from other sources at any time in conjunction with or in replacement of the Contractor's services.

3.25 BUSINESS LICENSE: Where applicable, the Contractor must have a valid City of Owensboro or Daviess County Fiscal Court business license for the prosecution of work. The Contractor must provide proof of this license to the County either by attachment to bid submission or post award (for applicable Contracts). The Contractor must pay any Occupational Tax / Net Profit Tax resulting from business activity within Daviess County.

Information can be found at <http://www.owensboro.org/node/19> regarding doing business in the City of Owensboro and Daviess County.

3.26 INSURANCE REQUIREMENTS: Where applicable, the Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky or in the state where the Vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Kentucky, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contractor is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies must name the County as an additional insured. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Daviess County, Kentucky and the same shall be incorporated into any Contract agreed to by the parties.

WHERE APPLICABLE, THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE BE PROVIDED WITH EACH BID. DAVIESS COUNTY **MUST** BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

I. Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of this insurance shall not be less than:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Products – Completed Operations Aggregate Limit
- \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations)

II. Workers Compensation Insurance

The Vendor/Contractor or his sub-contractor or contractors shall maintain and keep in force of this Contract such Workers Compensation insurance limits as required by the statutes of the State of Kentucky and Employer's Liability with limits no less than the Kentucky Workers Compensation **statutory limits**.

III. Professional Liability Insurance

Where applicable, the Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be **\$1,000,000**. Should any work be subcontracted, these limits will also apply.

3.27 ALTERNATE & EQUIVALENT BIDS: It is not the intention of the specifications within this document to eliminate any bidder; however, quoted items must equal or exceed stated specifications. Sufficient documentation is required to verify equivalent or superior performance.