

**AQUARIUS WAY
STORM SEWER REMEDIATION
2020-01-DSM**

SPECIFICATIONS AND BID DOCUMENTS

WARREN COUNTY FISCAL COURT

JUDGE EXECUTIVE

MICHAEL BUCHANON

DEPUTY JUDGE EXECUTIVE

MARIE SMITH

FISCAL COURT MAGISTRATES

DOUG GORMAN

TOM LAWRENCE

TONY PAYNE

REX MCWHORTER

MARK YOUNG

RON CUMMINGS

FISCAL COURT CLERK

BRENDA HALE

DEPARTMENT OF PUBLIC WORKS DIRECTOR

JOSH MOORE

**DEPARTMENT OF PUBLIC WORKS ASSISTANT DIRECTOR
AND STORM WATER PROGRAM MANAGER**

NIKKI KOLLER

ENGINEER

DDS ENGINEERING, PLLC

148 CHESTER COURT

BOWLING GREEN, KENTUCKY 42103

270-843-2247



SECTION 00 11 16 - INVITATION TO BID

PROJECT: Aquarius Way Storm Sewer Remediation

OWNER: Warren County Public Works
% Nikki Koller, Assistant Director and Storm Water Program Manager
1141 State Street, Suite 202
Bowling Green, KY 42101

ENGINEER: ***DDS ENGINEERING, PLLC***
148 Chester Court
Bowling Green, Kentucky 42103
270-843-2247

DATE: 16 January 2020

To all interested Bidders:

Your firm is invited to submit a Sealed Bid for the Warren County Public Works Storm Sewer Remediation Project at 1517 Aquarius Way. The Sealed Bids will be received at the Office of the Judge Executive located at 429 East 10th Avenue, Bowling Green, KY 42101 until 2:00 PM daylight savings time (DST) local time on the 11th day of February 2020, at which time and place the Bids will be publicly opened and read aloud. Bids not received by the indicated time will not be opened. Each sealed envelope containing a bid must be plainly marked on the outside as a Bid for the **Aquarius Way Storm Sewer Remediation Project**. In addition, the outside of the envelope must clearly show the name and address of the Bidder. If the Bid is submitted by the mail (USPS) or other delivery service, the sealed Bid envelope must be enclosed within another envelope to prevent premature opening of the sealed Bid. The outer envelope should also bear the name and address of the Bidder. No faxed or email submitted Bids will be accepted.

PROJECT DESCRIPTION:

This project consists of remediation of a portion of a storm sewer system located in the rear of the property located at 1517 Aquarius Way. A portion of an existing 42" HDPE pipe that is connected to an existing drop inlet structure has collapsed, and warrants replacement. WCPW used a robotic camera to approximate the length of the collapse to be at least 50 feet.

The 42" HDPE pipe is to be removed and replaced with a proposed 48" CMP if the existing drop inlet structure is of adequate size. If the existing structure is not of adequate size, a proposed 42" HDPE pipe is permitted for installation. A Round CSP Flared End Section of proper size is to be installed on the outlet end of the pipe.

There are also two existing 30" HDPE pipes laying on top of the 42" HDPE that area proposed to be removed, and the remaining system rerouted to discharge to the existing basin. Each proposed 30" HDPE pipe will tie into a separate junction box and connect to a proposed 30" HDPE pipe with a Round CSP Flared End Section attached to the outlet end of the pipe.

TIME FOR COMPLETION:

Owner requires the Project to be 100% complete in Ninety (90) calendar days from issuance of The Notice to Proceed from the Owner to the Contractor. If the Project is not 100% complete within the time frame stated above, liquidated damages will be assessed at the rate of \$500 per day.

BID AMOUNT:

Bidding Documents required all Bids to be submitted on the appropriate Bid Form, as a Lump Sum Price for the total Project Scope as described and included with the Plans and Specifications. The Owner reserves the right to accept or reject any or all bids for any reason and to waive any or all formalities or informalities.

BIDDING DOCUMENTS:

Plans, Specifications and Bidding Documents may be obtained from the Office of the Judge Executive, 429 East 10th Avenue, Bowling Green, KY 42101.

BID SURETY:

Bidders will be required to provide Bid Security (Bid Bond) in the amount of five percent (5%) of the total amount bid.

CONSTRUCTION SURETY:

Successful Bidder will be required to provide a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the total amount of their bid prior to issuance of a Contract for Construction.

BID PERIOD:

Bidders will be required to hold their submitted bid open and with a condition of irrevocability for a period of Sixty (60) days after the receipt of Bid by the Owner.

Warren County Public Works
Office of the Assistant Director and Storm Water Program Manager

Nikki Koller

END OF DOCUMENT

SECTION 00 21 15 - INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:

1. Defined terms.
2. Copies of Bidding Documents.
3. Qualifications of Bidders.
4. Examination of Bidding Documents, other related data, and Site.
5. Bid Surety.
6. Contract Times.
7. Basis of Bid; comparison of Bids.
8. Submittal of Bid.
9. Modification and withdrawal of Bid.
10. Opening of Bids.
11. Bids to remain subject to acceptance.
12. Evaluation of Bids and award of Contract.
13. Contract security and insurance.
14. Signing of Agreement.
15. Request for Payment
16. Retainage.
17. Contracts to be assigned.

B. Related Documents:

1. Document 00 11 16 - Invitation to Bid.
2. Document 00 41 13 - Bid Form.
3. Document 00 72 15 - General Conditions
 - a. Definitions.
 - b. Contract Time identification.
 - c. Contractor's liability insurance.
 - d. Bond types and values.

1.2 DEFINED TERMS

A. Owner:

Warren County Public Works
% Nikki Koller, Assistant Director, and Storm Water Program Manager
1141 State Street, Suite 202
Bowling Green, KY 42101

B. Engineer:

DDS ENGINEERING, PLLC
148 Chester Court
Bowling Green, Kentucky 42103
270-843-2247
Principal Engineer: Dennis D. Smith, PE, PLS

1.3 COPIES OF BIDDING DOCUMENTS

A. Plans and Specifications:

1. Plans, Specifications and Bidding Documents may be obtained from the Office of the Judge Executive, 429 East 10th Avenue, Bowling Green, KY 42101.

1.4 QUALIFICATION OF BIDDERS

- A. All Bidders, their sub-contractors and suppliers shall be prepared to provide the Owner, The Engineer and any other representative of the Owner, if requested, with the following information:
1. A detailed listing of past similar experience,
 2. Evidence of sufficient equipment and manpower to complete the Project in the time frame allotted.

1.5 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE.

- A. All Bidders, their sub-contractors and suppliers shall examine the Plans and Specifications and become thoroughly familiar with the content therein and verify that they fully understand the scope and design intent of the Project. Any discrepancies or issues regarding the intent of the Project Scope that could have been identified and resolved prior to bidding will not be considered after a Contract is put into place.
- B. Submission of a bonafide Bid shall be evidence that a complete examination of the Plans and Specifications has been made and the Contractor has no issues or misunderstandings with any portion of said Plans and Specifications.
- C. All Bidders, their sub-contractors and suppliers shall visit each site and become thoroughly familiar with all circumstances that might affect his ability to perform the work and produce a complete finished Project on behalf of the Owner.
- D. Submission of a bonafide Bid shall be evidence that a complete examination of the subject site has been made and the Contractor has no issues or misunderstandings with the intent of the Scope of Work to be completed.

1.6 BID SURETY.

- A. Contractor shall furnish Bid Surety (Bid Bond) in an amount equal to five percent (5%) of the total Bid amount. Bid Bond may be submitted on the Bonding Agents Standard Bid Bond form or in the form of a Certified Check in the amount of five percent (5%) of the total Bid amount.
- B. In the event that the Bid is not accepted within the time stated below, the required Bid Surety will be returned to the Bidder, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.7 CONTRACT TIMES.

- A. Contractor shall hold his/her bid open and irrevocable for a period of Sixty (60) days from the official date of receipt of bids.
- B. If the Bid is accepted by the Owner within the time period stated above, the Contractor will:
 - 1. Execute the Agreement (Contract) with the Owner within seven (7) days of the Notice of Award.
 - 2. Furnish the required Performance and Payment bonds within seven (7) days of the Notice of Award.
 - 3. Commence Work on the Project within seven (7) days after the Notice to Proceed is issued.
- C. If the Owner accepts Bid within the time stated above and the Contractor fails to provide the requisite Performance and Payment Bonds or fails to commence work within the time stated above, the Bid Surety shall be forfeited as damages to the Owner as reason of the Contractor's failure, limited in amount to the lesser of the face value of the Bid Surety (Bid Bond) or the difference between the Bid and the actual Bid amount upon which a Contract is signed.
- D. The Contractor shall 100% complete the Scope of Work for this Project within Ninety (90) calendar days from the date of the execution and signing of the Agreement (Contract). If the Project is not 100% complete within the time frame stated above, liquidated damages will be assessed at a rate of \$500 per day.

1.8 BASIS OF BID; COMPARISON OF BIDS.

- A. The basis of submission of Bids shall be on the Bid Form as provided within these documents. No substitution will be permitted.
- B. Bids shall be compared based on the lowest, bonafied bid that is in the best interest of the Owner. Verification of the Lowest Bidder's qualifications will be used in the determination of award of a Contract.

1.9 SUBMITTAL OF BID.

- A. The Sealed Bids will be received at the Office of the Judge Executive located at 429 East 10th Avenue, Bowling Green, KY 42101 until 2:00 PM daylight savings time (DST) local time on the 11th day of February 2020, at which time and place the Bids will be publicly opened and read aloud.
- B. Bids not received by the indicated time will not be opened.
- C. Each sealed envelope containing a bid must be plainly marked on the outside as a Bid for the **Aquarius Way Storm Sewer Remediation Project**. In addition, the outside of the envelope must clearly show the name and address of the Bidder. If the Bid is submitted by the mail (USPS) or other delivery service, the sealed Bid envelope must be enclosed within another envelope to prevent premature opening of the sealed Bid. The outer envelope should also bear the name and address of the Bidder. No faxed or email submitted Bids will be accepted.

1.10 MODIFICATION AND WITHDRAWAL OF BID.

- A. No Bidder shall withdraw or modify his bid for a period of sixty (60) days from the official date of receipt of Bids.

1.11 OPENING OF BIDS.

- A. Bids will be received at the place, date and at the time as stipulated above and in the Invitation to Bid or as stipulated within any addenda modifying the place, date and time of receipt of Bids. Bids will be the be publicly opened and read aloud. Bids not received be the indicated date and trims will not be accepted or opened.

1.12 BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

- A. The Owner reserves the right to accept or reject any or all Bids and to waive any formalities or informalities as it so desires.

1.13 EVALUATION OF BIDS AND AWARD OF CONTRACT.

- A. Bids will be evaluated based on the lowest Bid and the Bid that is in the best interest of the Owner.
- B. The final award of contract shall remain fully the decision of the Owner and will be based on the lowest and best Bid and will be based on the Qualifications of the Bidders as outlined elsewhere in these Instructions to Bidders.

1.14 CONTRACT SECURITY AND INSURANCE.

- A. Performance and Payment Bond.
 - 1. Contractor shall furnish a Performance and Payment Bond in an amount equal to One Hundred Percent (100%) of the total amount of their Bid.
 - 2. Performance and Payment Bonds shall be submitted within seven (7) days of the issuance of a Notice of Award.
 - 3. If the Owner accepts Bid within the time stated above and the Contractor fails to provide the requisite Performance and Payment Bonds or fails to commence work within the time stated above, the Bid Surety shall be forfeited as damages to the Owner as reason of the Contractor's failure, limited in amount to the lessor of the face value of the Bid Surety (Bid Bond) or the difference between the Bid and the actual Bid amount upon which a Contract is signed.
- B. Contractor shall furnish Certificates of Insurance naming the Owner as additionally insured and shall hold the Owner harmless against any and all claims, suits or actions of any kind whatsoever for liability, damages, injuries, deaths, compensations or otherwise brought by the Contractor, his sub-contractors or suppliers or his or their agents or others on his or their behalf, including attorney's fees or any other related costs.
- C. Contractor shall furnish Certificates of Insurance naming the Engineer as additionally insured and shall hold the Engineer harmless against any and all claims, suits or actions of any kind whatsoever for liability, damages, injuries, deaths, compensations or otherwise brought by the

Contractor, his sub-contractors or suppliers or his or their agents or others on his/her behalf, including attorney's fees or any other related costs.

1.15 SIGNING OF AGREEMENT.

- A. The Agreement or Contract shall be signed at the time and place as mutually agreed between the Owner and the Contactor and shall be witnessed by a duly authorized Notary Public.
- B. The following items shall be furnished to the Owner and Engineer prior to the official signing of the Agreement or Contract:
 - 1. Performance and payment Bond
 - 2. Insurance Certificates
 - 3. Hold Harmless Agreement

1.16 REQUESTS FOR PAYMENT.

- A. Requests for payment shall be submitted on the Contactor's typical Requests for Payment forms (as approved by the Engineer and Owner) and shall be submitted to the Engineer for approval no later than the 25th of the current month. Requests for payment shall be broken down for each item of work as outlined on the Bid Form and shall include all costs through the date of the invoice. Costs shall be itemized in manner as approved by the Engineer and shall itemize all costs. Payment of invoices shall be no later than the 30th of the following month.

1.17 RETAINAGE.

- A. Each Request for payment shall be subject to retainage of ten percent (10%). Retainage shall be held until the project reaches substantial completion at which time the Contactor may request a reduction of the retainage to five percent (5%). The remaining five percent (5%) retainage shall be released only when the Engineer makes the final inspections and declares the Project one hundred percent (100%) complete.

1.18 CONTRACTS TO BE ASSIGNED.

- A. No part of this Project shall be assigned to any party outside the Contractor signatory to the Agreement or Contract.

END OF DOCUMENT

SECTION 00 41 13 - BID FORM

To: Warren County Public Works
Project Title: Aquarius Way Storm Sewer Remediation
Date: _____

Submitted by (Full Name and Address):

1.1 OFFER

Having examined the Scope and Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by **DDS ENGINEERING, PLLC** for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Lump Sum of:

\$_____.

We have included the Bid Security as required by the Instructions to Bidders.
All applicable federal taxes, state and local taxes are included in the Bid amount.

1.2 ACCEPTANCE

This offer is held open and with a condition of irrevocability for a period of Sixty (60) days from the above date.

If this Bid is accepted by the Owner within the time period stated above, we will

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required Performance and Payment bonds within seven (7) days of receipt of Notice of Award.
- Commence Work within seven (7) days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid Security or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required Bid Security will be returned to the undersigned, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will:

- 100% complete the Work in Ninety (90) calendar days from Notice to Proceed. If we do not 100% complete the Work within the stated time frame above, liquidated damages will be assessed at the rate of \$500 per day.

1.4 CHANGES TO THE WORK

When the Engineer establishes that the method of valuation for changes in the Work will be net cost plus a percentage fee according to General Conditions, our percentage fee shall be
___ percent overhead and profit on the net cost of our own Work;
___ percent on the gross cost of work done by any Subcontractor.

1.5 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Lump Sum Price.

Addendum No. Dated

Addendum No. Dated

1.6 APPENDICES

A. The following documents are attached to and made a condition of the Bid:

Bid security in form of: _____.

Bidder's qualifications statement and supporting data.

Warren County Public Works
Aquarius Way Storm Sewer Remediation
SECTION 00 41 13 BID FORM

01/2020

DATE: _____

INCLUDES ADDENDUM(S): _____

BID FORM

The undersigned hereby certifies that to the best of his/her knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of the date set forth hereon.

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with the type of services to be furnished as set forth.

The undersigned proposes to provide the construction services as set forth on the plans in a satisfactory manner and in accordance with the specifications for the following prices:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
GENERAL					
1	Mobilization	1	LS	\$ _____	\$ _____
2	Demobilization	1	LS	\$ _____	\$ _____
REMOVAL					
3	Remove & Dispose existing 30" HDPE	120	LF	\$ _____	\$ _____
4	Remove & Dispose existing 42" HDPE	108	LF	\$ _____	\$ _____
5	Remove trees; coordinate permission with WCPW for removal/replacement	8	EA	\$ _____	\$ _____
STORM SYSTEM					
6	30" HDPE	110	LF	\$ _____	\$ _____
7	48" CMP	105	LF	\$ _____	\$ _____
8	48" Round CSP Flared End Section	1	EA	\$ _____	\$ _____
9	Junction Box (JB-1 & JB-2), Nyloplast 36" Drain Basin	2	EA	\$ _____	\$ _____
10	EJ 1230A1 Cover, labeled "STORM"	2	EA	\$ _____	\$ _____
11	30" Round CSP Flared End Section	2	EA	\$ _____	\$ _____
SURFACE EXCAVATION					
12	Excavation	148	CY	\$ _____	\$ _____
13	Embankment	25	CY	\$ _____	\$ _____
EPSC MEASURES					
14	Silt Fence for Inlet Protection	20	LF	\$ _____	\$ _____
15	Silt Trap Type C (Inlet Protection)	4	EA	\$ _____	\$ _____
16	Wattle	240	LF	\$ _____	\$ _____
17	Class 1 Rip Rap	100	TONS	\$ _____	\$ _____
18	Seed Area	465	SY	\$ _____	\$ _____
19	Sod Area	130	SY	\$ _____	\$ _____
	Owner Allowance	1	LS	\$ 10,000	\$ 10,000

TOTAL BID: \$ _____

ALTERNATE ITEMS:

7A	42" HDPE, if existing structure is not of adequate size substitute for Item No. 7	105	LF	\$ _____	\$ _____
8A	42" Round CSP Flared End Section, if Item No. 7A must be installed substitute for Item No. 8	1	EA	\$ _____	\$ _____

ALTERNATE TOTAL BID: \$ _____

The Bidder hereby certifies receipt of Addendum(s) No. _____ (Insert the numbers of addenda received or the word "none" if not applicable.)
Attached Prohibition Against Conflicts Of Interest, Gratuities And Kickbacks has been completed as part of this BID FORM.

Signature of Bidder: _____
SIGNED TITLE PRINT NAME

Company or Individual Name: _____

Mailing Address: _____ Telephone Contact No.: _____

Email Address: _____ Email Contact: _____

The Corporate Seal of

(Bidder - Print the full name of your firm)

was hereunto affixed in the presence of

(Authorized signing officer and title)
(Seal)

(Authorized signing officer and title)
(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

SECTION 00 52 15 - AGREEMENT FORM

1.1 SUMMARY

A. Document Includes:

1. Agreement.

B. Related Documents:

1. Document 00 72 15 - General Conditions
2. Document 00 73 14 - Supplementary Conditions

1.2 AGREEMENT

SECTION 00 72 15 - GENERAL CONDITIONS

1.1 SUMMARY

A. Document Includes:

1. General Conditions.

B. Related Documents:

1. Document 00 52 15 - Agreement Form.
2. Document 00 73 14 - Supplementary Conditions

1.2 GENERAL CONDITIONS

A. Plans and Specifications

1. Each Contractor shall examine the Plans and Specifications and become thoroughly familiar with the content therein and verify that they fully understand the scope and design intent of the Project. Any discrepancies or issues regarding the intent of the Project Scope that could have been identified and resolved prior to bidding will not be considered after a Contract is put into place.
2. Submission of a Bid shall be evidence that a complete examination of the Plans and Specifications has been made and that the Contractor has no issues or misunderstandings with any portion of said Plans and Specifications.

B. Site Examination

1. The Contractor shall visit the subject site and become thoroughly familiar with all circumstances that might affect his/her ability to perform the work and produce a complete finished Project on behalf of the Owner.
2. Submission of a Bid shall be evidence that a complete examination of the subject site has been made and that the Contractor has no issues or misunderstandings with the intent of the Scope of Work to be completed.

C. Bid Surety

1. Contractor shall furnish Bid Surety (Bid Bond) in an amount equal to five percent (5%) of the total Bid amount.
2. In the event that the Bid is not accepted within the time stated below, the required Bid Surety will be returned to the Bidder, according to the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

D. Acceptance

1. Contractor shall hold his bid open and irrevocable for a period of Sixty (60) days from the official date of receipt of bids.
2. If the Bid is accepted by the Owner within the time period stated above, the Contractor will:
 - a. Execute the Agreement (Contract) with the Owner within seven (7) days of the Notice of Award.
 - b. Furnish the required Performance and Payment bonds within seven (7) days of the Notice of Award.

- c. Commence Work on the Project within seven (7) days after the Notice to Proceed is issued.

- 3. If the Owner accepts Bid within the time stated above and the Contractor fails to provide the requisite Performance and Payment Bonds or fails to commence work within the time stated above, the Bid Surety shall be forfeited as damages to the Owner as reason of the Contractor's failure, limited in amount to the lesser of the face value of the Bid Surety (Bid Bond) or the difference between the Bid and the actual Bid amount upon which a Contract is signed.

E. Construction Surety

- 1. Performance and Payment Bond.
 - a. Contractor shall furnish a Performance and Payment Bond in an amount equal to One Hundred Percent (100%) of the total amount of their Bid.
 - b. Performance and Payment Bonds shall be submitted within seven (7) days of the issuance of a Notice of Award.

F. Construction Completion

- 1. The Contractor shall 100% complete the Scope of Work for this Project within Ninety (90) calendar days from the date of the execution and signing of the Agreement (Contract). If the Project is not 100% complete within the time frame stated above, liquidated damages will be assessed at the rate of \$500 per day.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00 73 14 - Supplementary Conditions for amendments and supplements to General Conditions.

END OF DOCUMENT

SECTION 00 73 14 - SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

- A. Document Includes:
 - 1. Supplementary Conditions.
- B. Related Documents:
 - 1. Document 00 41 13 - Bid Form.
 - 2. Document 00 52 15 - Agreement Form.
 - 3. Document 00 72 15 - General Conditions.

1.2 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions amend or supplement The General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions not amended or supplemented remain in full force.

1.3 PREVAILING WAGES

- A. This Project is not subject to the State Prevailing Wages.

END OF DOCUMENT

Prohibition Against Conflicts Of Interest, Gratuities And Kickbacks

It is a breach of ethical standards and KRS 45A.455 (1) for any employee or any official of Warren Fiscal Court, Warren County Kentucky, elective or appointed, 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:

- (a) he or any 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 advice, investigation, audition or in any other advisory capacity.

It is a breach of ethical standards and KRS45A.455 (2) 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, disapproval, recommendation, preparation of 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.

It is a breach of ethical standards and KRS45A.455 (2) 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, disapproval, recommendation, preparation of 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.

It is a breach of ethical standards and KRS 45A.455 (3) 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.

Violations of these provisions or any other violations of the Kentucky Model Procurement Code are Class A misdemeanors which carry the penalty of imprisonment of not more than twelve (12) months and/or a fine of not more than \$500.00. A corporation may be fined not more than \$10,000.00 or double its gain, whichever is greater.

It is a Class C felony for any employee or any official of the Commonwealth of Kentucky or Warren County Fiscal Court, elective or appointive, to take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the Commonwealth of Kentucky or Warren County Fiscal Court.

It is a Class C felony for any person, firm or corporation or officer to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value as an inducement or intended inducement, in the procurement of business, or giving of business, to any employee or to any official of the Commonwealth or Warren County Fiscal Court, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market.

A Class C felony carries the penalty of imprisonment for not less than five (5) years nor more than ten (10) years and/or a fine of not less than \$1,000.00 and no more than \$10,000.00 or

double the defendant's gain, whichever is greater. If a corporation is charged with a Class C felony, it may be fined not more than \$20,000.00 or double its gain, whichever is greater.

Notice: Collusion To Restrain Bids Is Prohibited

Under KRS 45A.325, any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.

Responsibility Inquiry Mandatory Under KRS 45A.395

KRS 45A.395 requires Warren Fiscal Court to make a written determination of the responsibility of all bidders based on a "reasonable inquiry". KRS 45A.395 (17) defines "Responsible Bidder or Offeror" as "(a) person who has the capability in a respect to perform fully the contract requirements and integrity which will assure good faith performance.

With the preceding statutory requirements in mind, please furnish the following information:

1. Length of time in business: _____
2. Are you currently involved in any litigation? _____
3. Do you foresee any litigation or claims being made against you or your company in the near future? _____
4. Have any owners ever been charged or indicted for a criminal offense other than a traffic violation? _____
5. Are you, or is your company duly licensed and authorized to do business in the Commonwealth of Kentucky and Warren County? _____
6. Have you or your company ever knowingly violated or will the award of this contract violate any provision of the campaign laws of the Commonwealth? _____

Failure to supply this information is grounds for a determination of non-responsibility under KRS 45A.395. Please note that information furnished pursuant to this request may not be disclosed by Warren County Fiscal Court.

The bidder herein certifies by signature that all specifications have been reviewed and that any variations to the specifications, including either exceptions to or enhancements to same are clearly spelled out in an attachment to this bid.

The bidder herein certifies by signature that all addendums issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addendums on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.

Are there any exceptions to the specific specifications set forth on bid? Yes___ No___

If "yes," please explain_____

Company or Individual Name_____ Lisc. No. _____

Doing business as (DBA)_____

Street Address_____

P.O. Box Address_____

City, State, Zip Code_____

Name (Printed/Typed)_____

Email Address_____ Company Website _____

Signature_____ Date Signed_____

Phone_____ Fax_____