

# INVITATION TO BID

Warren County Fiscal Court is soliciting bids for the purchase of the following described product or services:

Generator Maintenance and Service

Warren Fiscal Court will receive and open bids for the above described services at 10:00 AM on July 21, 2025 at the office of Doug Gorman, Warren County Judge Executive, 2<sup>nd</sup> Floor, Warren County Courthouse, 429 East 10<sup>th</sup> Street, Bowling Green, KY 42101.

Bid documents may be picked up in the office of Judge Executive Doug Gorman or by emailing [crystal.cummings@ky.gov](mailto:crystal.cummings@ky.gov).

All bid replies shall be received in a sealed envelope marked “**BID REPLY**” for the described product or services.

Any additional information or questions may be directed to Ronnie Pearson or Vicki Duckett at 270-781-8776.

Warren Fiscal Court reserves the right to reject any and all bids and to accept the lowest and best evaluated bid. KRS 45A.080 (5)

The evaluated bid will allow 5% for a primary business located in Warren County, and make a choice that it deems in the public interest. The successful bidder shall be an Equal Opportunity Employer.

Crystal Cummings  
FISCAL COURT CLERK

## **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, or employee of any local public agency under Fiscal Court 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:

- (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 of advice, investigation, and audition or in any other advisory capacity.

It is a breach of ethical standards and KRS 45A.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 employee, in connection with any 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 in 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

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 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 as 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, 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 or 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.

It is a Class C felony for any person, firm or corporation to 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 the giving of business, to any employee or to any official of the Commonwealth, elective or appointive, in his efforts to bid for, or offer for sale, or seek in the open market.

A Class C felony carries the penalty of imprisonment for not less than five (5) years no more than ten (10) and/or a fine of not less than \$1000.00 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 a fixed price, or to refrain from bidding, or otherwise, is prohibited.

Violation of the provisions of KRS 45A.325, is a Class D felony. A Class D felony carries the penalty of imprisonment of not less than one (1) year and no more than five (5) years and/or fine of not less than \$1000.00 and no more than \$10,000.00. Any firm, corporation, or association which violated KRS 45A.325 shall, upon conviction, be fined not less that \$10,000.00 no more than \$20,000.00.

#### **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 respects to perform fully the contract requirements, and the integrity which will assure a good faithful performance.

With this statutory requirement in mind, please furnish the following information:



## **Generator Preventative Maintenance/Repair Contract**

### **Specifications**

Warren County Fiscal Court is seeking bid proposals for Generator Maintenance, service and a Repair Contract for all generators located at Warren County facilities and one mobile unit. The listed Preventative Maintenance will be conducted during normal business hours (8:00 – 4:30 Monday – Friday) once a year and the inspection shall happen once a year. This will ensure that all generators will be inspected and or serviced bi-annually. The qualified contractor will be responsible to provide all labor, materials, and equipment for generator maintenance/repair for below generators. If during the inspection and or preventive maintenance additional repairs are needed, the facility contact will authorize the additional repairs, unless the cost exceeds \$1000, and the Warren County Facilities Manager must also approve the repairs.

This contract is for two years. The contract must include an itemized cost for each generator. This will be the base Inspection visit (with no additional Parts included) and the preventative maintenance visit (no additional parts included)

**All 25 generators will be inspected twice (2) annually with the last inspection of the year will include the preventative maintenance. Oil Change, air filters, etc.**

**The preference of inspections are as follows:**

**1<sup>st</sup> annual inspection June & July.**

**2<sup>nd</sup> annual inspection and preventative maintenance November & December of the calendar year**

### **Section #1**

See the attached Excel spreadsheet with a listing of all generators.

### **Section #2**

See the attached Excel spreadsheet for generator cost itemization.

## **Section #3**

### **Service Specifications to be completed:**

1. Adjust, clean, and/or replace all spark plugs.
2. Adjust, clean, and/or replace ignition points and condenser.
3. Change engine lubrication oil when necessary.
4. Inspect lubricating oil filter and replace when necessary.
5. Lubricate distributor, battery charging generator/alternator, starter, governor.
6. Check engine radiator and/or city water-cooled system for leakage.
7. Check and/or change anti-freeze solution (allowance, one gallon).
8. Check all water hoses for proper pliability and replace if necessary. (Does not include hoses.)
9. Clean fuel sediment bowl and/or replace fuel filter.
10. Check entire unit for fuel, oil and water leakage.
11. Adjust and/or replace fan and governor belts. (Does not include belts.)
12. Service battery(s); add water, clean and grease posts, recharge if necessary.
13. Clean and refill air cleaner (oil bath type) or remove dust (dry type). Replace if necessary.
14. Check battery, charging generator brushes and starter motor brushes.
15. Check AC generator brushes for proper setting and wear.
16. Check DC generator brushes for proper setting and wear.
17. Clean collector rings and commutator.
18. Clean static exciter.
19. Remove all carbon and dust deposits from generator.
20. Conduct safety shut-down check. Run generator (under load where practical) to:
  - a) check voltage.
  - b) check frequency.
  - c) check instruments.
  - d) adjust carburetor and governor.
21. Submit inspection report to owner advising further parts and/or work required.
22. Automatic Transfer Switch - Check:
  - a) contacts.
  - b) trickle charger.
  - c) voltage at contacts.
  - d) phase protection relays.
  - e) start relay.

## Section #4

### **Service and billing Requirements:**

The awarded contractor will meet with designated contact at each facility to validate date and time to perform service.

The awarded contractor will provide a workorder to be signed by the "facility contact" when the service is completed. This work order will provide information on work performed, items repaired and those in need of repair.

The awarded contractor will provide a billing for the service work performed within 30 days of work performed. Any billing over \$1000 will need to be approved by the facility contact, prior to work and billing.

This contract is for a service period of two years but may be extended by Warren County Fiscal Court and the agreement of the awarded contractor. This contract may be terminated by either party with a prior 30 day written letter of intent to cancel and the date of termination.

All documentation must be submitted, especially the itemization of cost, for this bid to be qualified as complete.

All items are agreed to by:

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Company

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Representative Name

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Date

