



*Frankfort Plant Board*

***BID INVITATION #1735***

**ISSUED ON**

**October 25, 2021**

**BY**

**THE ELECTRIC & WATER PLANT BOARD OF THE  
CITY OF FRANKFORT, KENTUCKY**

**FOR**

**Snow & Ice Removal**

**TO BE OPENED ON**

**November 9, 2021 at 2PM**

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**III. ADVERTISEMENT FOR BID**

**The Frankfort Plant Board  
305 Hickory Drive  
Frankfort, KY 40601**

Separate sealed Bids for Snow and Ice Removal Services will be received by the Frankfort Plant Board until 2:00 p.m. local time, November 9, 2021; and then opened and publicly read aloud.

**Specifications may be examined at the following location:**

Frankfort Plant Board  
Service Center  
305 Hickory Drive  
Frankfort, KY 40601

**No bidder may withdraw his bid for a period of ninety (90) days after closing time scheduled for the receipt of Bids.**

**The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.**

**For Bid Correspondence, contact:  
Jennifer Hellard  
(502) 352-4422  
[jhellard@fewpb.com](mailto:jhellard@fewpb.com)**

**For Technical Correspondence, contact:  
Leigh Ann Phillips  
(502) 352-4423  
[lphillips@fewpb.com](mailto:lphillips@fewpb.com)**

## IV. GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Jennifer Hellard, at the following address:

Frankfort Plant Board  
305 Hickory Drive  
Frankfort, KY 40601

*\*\*Questions only may be emailed to: [jhellard@fewpb.com](mailto:jhellard@fewpb.com)*

2. Sealed bids must be submitted by mail or in person. Faxed or emailed Bids not accepted. Mailed bids and hand carried bids shall go to the address in item #1. The bid name and number must be on the outside of the packaging, including any express mail packaging. If hand carried, Bids must be given to a Shipping/Receiving Clerk or Receptionist to the address in item #1.
3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the Frankfort Plant Board.
4. Each bidder is solely responsible for the timely delivery of its bid. Frankfort Plant Board will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.
5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the Frankfort Plant Board.
6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

## V. REQUIREMENTS & INSTRUCTIONS

### **QUALIFICATIONS OF BIDDER:**

Bidder must be in business of performing the requested work for a period of no less than (5) five years. Frankfort Plant Board reserves the right to make any inquiries and investigations it deems necessary to determine the capability and responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data requested by the Frankfort Plant Board for this purpose. Failure of any Bidder to promptly provide information with their bid or in connection with any inquiry may be grounds for rejection of their bid without further consideration.

### **REFERENCES:**

Bidder must complete **Attachment A, References Form** and submit it with their bid. References should be from companies that the Bidder has provided a similar or larger scale operation based upon volume of products and type of service as required in the specifications.

### **QUESTIONS/ADDENDA:**

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge all issued addenda by signing and returning it with the bid or if the bid has already been submitted, per the instructions on the addenda. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from <https://fpb.cc/document-catalog>

### **BID SUBMITTAL:**

Bids must be sealed with the **Bidder's name, along with the name and number of the bid clearly written on the outside of the envelope/package** and are to be delivered to the person and location in Section I, General Information by the date and time stated on the title page. Faxed or emailed bids are not acceptable. If shipping via express mail, all information as listed above must be on the outside of the shipping packaging. Bids received without this information or after the due date and time will be automatically disqualified.

Bids must be submitted on the forms furnished and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for this proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with the above requirements will cause your bid to be disqualified.

By signing the bid, the bidder certifies compliance with this Bid Document.

**MODIFICATION OR WITHDRAWAL OF BID:**

A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (90) calendar days for the period following the time and bid date designated for the receipt of bids.

Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to Frankfort Plant Board Purchasing Office at the place and prior to the time designated for receipt of bids.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

**BIDDER REPRESENTATION:**

By signing and submitting a bid, Bidder acknowledges that he/she has read and understands the Bidding Documents and his/her bid is made in accordance therewith.

The Bidder agrees that his/her bid is based solely upon the materials, specifications and requirements described in the Bidding Documents as advertised and as modified by addenda. The bid submitted is not based on any verbal instructions contrary to the Bidding Documents and addenda.

## VI. TERMS AND CONDITIONS

### **PRICING:**

Pricing as quoted in this Bid will not be changed during the contract period. Bidder is to include all shipping, handling, materials, labor or any other charges necessary for the procurement of these materials/services in amount bid.

### **ORDERS & SHIPPING:**

Quantities/services are estimated to be the amounts needed and are not guaranteed. In the event a greater or lesser quantity is needed, the right is reserved by the Frankfort Plant Board to increase or decrease the amount at the unit price stated in the bid.

### **PAYMENT TERMS:**

Vendor will be paid with Net 30 terms for all work performed.

There will be no pre-payment of any merchandise or services.

All invoices should be submitted to the Frankfort Plant Board's Office of Accounts Payable. All materials and services must be itemized on the invoice, lump sum invoices will not be processed.

### **GENERAL TERMS & CONDITIONS:**

- No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
- Frankfort Plant Board is sales tax exempt.
- Failure to comply with all requirements stated in this Bid Document will disqualify the bid.
- Frankfort Plant Board reserves the right to reject any and all bids and to waive any informality.
- It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.
- All shipping, handling, materials, labor or any other charges necessary for the procurement of these materials/services must be included in amount bid. Charges or items not listed but necessary for procurement of these items shall be furnished as part of the prices bid. Additional costs disclosed later will be at the expense of the Bidder.
- Delivery/completion is of the essence and the Frankfort Plant Board reserves the right to award to that Bidder providing the earliest delivery/completion date.

- Orders/Services shall be delivered/completed within the allotted timeframe as specified on the Bid, *if applicable*.
- The Frankfort Plant Board reserves the right to award the above items separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition. It is the intent of the Frankfort Plant Board to award to a single Bidder.
- The Bid shall be awarded on the basis of responsive, lowest total cost, qualified bidder as determined by the Frankfort Plant Board.
- The Frankfort Plant Board shall have the right to reject any or all bids not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
- The Bidder agrees that this agreement and any subsequent contract will be governed by all rules and regulations of the State of Kentucky and that those rules and regulations take precedence over any other terms and conditions.
- If the Vendor fails to make delivery within a satisfactory time as determined by the Frankfort Plant Board, the Frankfort Plant Board reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
- The Frankfort Plant Board reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the Frankfort Plant Board.
- Bidders are to comply with the insurance requirements as stated in Section IV of the bid.
- The successful bidder will be responsible for ensuring that Frankfort Plant Board receives the required **insurance certificate** after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.
- If item(s) or services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.



**CONTRACT TERM & AGREEMENT:**

The term of the agreement will begin on November 17, 2021 and end on June 30, 2023.

The Bidder agrees that by submitting a bid and acceptance of an award, all terms and conditions as stated in the bid documents will become a contractual agreement between the Frankfort Plant Board and the Bidder.

**ADDITIONAL MATERIALS & LOCATIONS:**

The Frankfort Plant Board reserves the right to add or subtract supplies and locations to this contract during the course of the agreement. The Frankfort Plant Board will request the addition/subtraction from the Bidder, and a price will be negotiated and agreed upon at that time. Additions are subject to the same terms and conditions.

**TERMINATION OF AGREEMENT:**

- **Termination of this agreement for cause** – Frankfort Plant Board may terminate this agreement for cause based upon the failure of Bidder to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that Frankfort Plant Board shall give the Bidder written notice specifying the Bidder’s failure. If within thirty (30) days after receipt of such notice, the Bidder shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, have begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Frankfort Plant Board may, at its option, place the Bidder in default and the Agreement shall terminate on the date specified in such notice.
- **Termination for Convenience** - The Frankfort Plant Board may terminate the Contract at any time by giving thirty (30) days written notice to the Bidder. The Bidder shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily.

If, for any reason, the Bidder desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the Frankfort Plant Board. Bidder shall perform all work satisfactorily as contracted until the determined termination date.

- **Cancellation Conditions** - In any of the following cases, the Frankfort Plant Board shall have the right to immediately cancel the contract agreement due to:

The interruption of operation in any of the contacted facilities or the Frankfort Plant Board beyond its control; failure of the Bidder to maintain a satisfactory adequate insurance coverage; wherever the Bidder is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Kentucky or the United States. In case of default by the Bidder, the Frankfort Plant Board

reserves the right to purchase any or all items or services in default on open market, charging the Bidder with any excessive costs. Until these excessive costs are paid to the Frankfort Plant Board, the Bidder shall not do business with the Frankfort Plant Board again.

- **Implementation of Termination** - The Bidder shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work. In the event of termination or reduction in the scope of work by the Frankfort Plant Board, the Frankfort Plant Board shall pay the Bidder for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Bidder's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work. Upon termination as above, the Contract Administrator shall make final determination of the amount due the Bidder for work performed.

**COMPLIANCE:**

The Bidder/Contractor agrees that he/she complies with all bid requirements as stated in the bid and has reviewed and received any and all addenda if applicable.

The bidder must warrant firm's compliance with all applicable federal, state, and local laws, rules, and regulations.

## VII. INSURANCE REQUIREMENTS FOR VENDOR

### INSURANCE

The Contractor shall take out and maintain during the life of this Contract such **Public Liability Bodily Injury and Property Damage insurance** as to protect himself and any Subcontractor performing work covered under this Contract, from claims for damages because of bodily injury, including accidental death, and from claims for property damages, which may arise from operations under this Contract, whether such operations by him or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor's insurance shall likewise protect the Owner and Engineer and save them or either of them harmless for acts of the Contractor.

Our contract requires that you return to us a signed contract and Certificate of Insurance showing commercial general liability, business auto liability, and employer's liability insurance and pollution liability insurance.

Moreover, our contract requires that you provide a copy of any endorsement issued by your insurance company naming us as an additional insured on a primary and non-contributory basis. We must receive these before you begin work on the project.

Your policies should also:

- Include at least \$1,000,000.00 limits for commercial general liability, business auto liability and employer's liability with umbrella limits of \$2,000,000.00.
- Be issued by an insurance carrier that maintains an A.M. Best's rating of "A-" or better, is duly admitted in the State of Kentucky and is reasonably acceptable to us.

The **commercial general liability policy** should:

- Include commercial general liability aggregate limits of at least \$1,000,000.00 with the general aggregate limit applicable per project.
- Be an occurrence coverage form equivalent to ISO's CG 00 01 10 01.
- Include coverage for liability arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
- Include no endorsements or modifications arising from explosion, collapse, underground property damage or work performed by subcontractors.
- Include a waiver of subrogation.

Name us as an additional insured on a primary and non-contributory basis for ongoing and completed work using ISO form, CG 20 10 11 85 or a combination of ISO forms, CG 20 10 10 01 and CG 20 37 10 01.

Additionally, we require that your business will:

- Provide at least thirty (30) days' written notice prior to cancellation or termination of your commercial general liability, business auto liability employer's liability and professional liability policies.

The **pollution or environmental impairment policy** should:

- Include limits of at least \$500,000.00 per incident and a \$500,000.00 aggregate.

### **INSURANCE, WORKMEN'S COMPENSATION**

The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance, including occupational disease provisions, for all of the employees employed at the site of the project, and in case any work is sublet, the Contractor shall require his Subcontractors similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all the latter employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate coverage for the protection of his employees not otherwise protected. The insurance policy shall contain a clause or endorsement to save the Engineer and the Owner harmless for any acts of the Contractor.

### **INDEMNIFICATION**

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless the Owner, and its representatives, members, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

## VIII. Specifications

- **SCOPE:** Frankfort Plant Board is seeking sealed bids for snow and ice removal services at multiple locations. Services include salting, scraping, pushing, and plowing snow and ice. This includes sidewalks, steps, doorways, parking lots and driveways. The contractor shall furnish all labor, materials, services, tools, and equipment as required to complete snow/ice removal in scheduled areas as defined. After the bid is awarded, additional meetings will take place to review specific details including where snow and ice is to be piled and other details as needed. Piles are not to exceed three feet near driveways and sight lines.
- **TERM OF CONTRACT:** The following specifications for snow/ice removal services are for a period beginning December 21, 2021 and ending on June 30, 2023. The contract can be renewed for 12 month periods up to three times. This contract does not contain a minimum purchase guarantee. Services will depend on the conditions of each winter season.
- **ANNUAL PRICE ADJUSTMENT:** Price adjustments to this Contract may be made on each anniversary date of the Contract. These adjustments may be applicable to each individual item on the Contract based on the percent change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, U.S. Cities Average, published by the U.S. Bureau of Labor Statistics. These adjustments will be computed at no more than 93.5% of the nearest full percent change, either up or down, in the CPI (1967-100) for the increase or decrease in the index for the twelve month period ending two months prior to the anniversary date of the Contract. This will allow time to place the adjustments into effect upon the anniversary date. These adjustments will be rounded off to the nearest cent.

The price established for the first year of this contract will be the base for the first anniversary adjustment. Succeeding anniversary adjustments will use the established prices of the preceding year as the base for the adjustment

- **AWARD:** The Bid will be awarded on an all-or-none basis, responsive, lowest total cost, delivery charges, *if applicable*, and qualified bidder as determined by the Frankfort Plant Board.
- **SUBMISSIONS:** Bids must be in accordance with the Specifications listed, comply with the requirements stated, and must be submitted on this form, submissions in any other manner will not be accepted. Quotes prepared on the vendors own form are not an allowable substitute for completing the Bid on this required form.
- **TAX:** Frankfort Plant Board is exempt from sales tax.

- **BASIS FOR PRICING:** The contract will be based on a price per removal per location. Removal is defined as removing snow and ice from the highlighted areas as indicated on the included maps. Areas include driveways, parking lots, sidewalks, and doorways. Bidder must include salting in the removal cost.

Pretreatment shall be priced per treatment per location.

- **SNOW AND ICE REMOVAL LOCATIONS:**
  - Administration Building, 151 Flynn Avenue, Frankfort
  - Service Center, 305 Hickory Drive, Frankfort
  - Cable Building, 306 Hickory Drive, Frankfort
  - Head End Facility, 92 Tanglewood Drive, Frankfort
  - Water Treatment Plant, 200 Coffee Tree Rd, Frankfort

#### **Snow and Ice Removal Equipment & Fleet Requirements:**

This bid is for snow and ice removal for the locations listed in the bid proposal form. Snow and ice removal is to be performed using standard acceptable industry practices. Bidder accepts all responsibility to have proper equipment and manpower to address all locations awarded in this bid. The contractor is responsible for ensuring that all equipment meets current E.P.A. guidelines for emissions and OSHA guidelines for noise and safety. The contractor is responsible for having and maintaining all safety equipment as required by the state and federal laws, including, but not limited to, working lights, horns, heaters, wipers, defrosters, and backup alarms, including overhead emergency amber rotating or strobe lighting. The emergency lighting shall have 360° visibility at all times. All vehicles must be marked to properly identify the represented snow/ice removal company. All vehicles must meet all applicable DOT regulations and motor vehicle laws. All vehicle operators shall have a valid driver's license with proper endorsements (if applicable) to operate.

#### **Time & Schedule Requirements:**

The Frankfort Plant Board requires that ALL locations under the agreement be cleared of snow and ice by 6AM on weekdays only. The requirement is that Frankfort Plant Board will receive first service in the event of snow and ice. If snow and ice continues to fall past 6AM, it is the responsibility of the contractor to contact a Buildings & Grounds Department designee for direction. Also, a Buildings & Grounds Department representative will contact the contractor to communicate the needs for additional snow and ice removal anytime during the day.

**On Call:**

Frankfort Plant Board requires a response time of no more than two hours for arriving at a site to remove snow and ice in case of emergency needs or unforeseen circumstances.

**SALT APPLICATION:**

The contractor will provide and apply salt to all parking lots and pavement areas. The contractor will be responsible for providing and applying the salt for all sidewalks as well. Pre-approval from the Buildings & Grounds designee is required for pre-salting in advance of a snow and ice event. Salt should be spread evenly via drop spreader or mechanical spreader avoiding grass and landscape areas.

Excessive applications of salt will result in required cleanup of the material by contractor at no cost to Frankfort Plant Board. Snow/ice melt shall be applied when weather conditions warrant such as sleet, freezing rain, ice, or snow and ice resulting in hazardous or slippery conditions.

**SNOW/ICE PILES**

A representative of Buildings & Grounds will meet with the winning bidder to discuss the placement of the piles of snow and ice during removal. This is to ensure that no sidewalks, walking paths, doorways, etc. are obstructed. No snow or ice may be deposited on the roadway or other rights of way not attached to Frankfort Plant Board property. Piles are not to exceed three feet near driveways and sight lines. Snow and ice should be pushed beyond normal parking areas in anticipation of future snow and ice events.

**MEASUREMENTS**

The contractor shall verify all areas to be plowed on site. Each property is unique in its needs for snow and ice removal. The contractor is responsible to examine the building sites and ensure the company has full capability to perform the needed job at all locations in the bid.

**AWARDING BIDS**

The bid will be awarded to the lowest responsible and responsive bidder provided they meet the required specifications and needs of Frankfort Plant Board. Pricing for categories A (Pretreatment), B (Dusting to <1"), C (1.0"-4.0"), and D (4.1"-7.0") will be heavily weighted in the determination of award as these are the most frequent accumulations for Frankfort, KY. By submitting a bid, the contractor agrees to be responsible for all awarded locations.

**QUALITY ASSURANCE**

**The contractor agrees that all requirements set forth by the Frankfort Plant Board are communicated to workers assigned to each property to ensure consistency between drivers. Failure to respond to Frankfort Plant Board requests of necessary work may result in loss of payment or cancellation of contract. SAFETY**

Frankfort Plant Board endeavors to maintain safe and healthy working conditions for its employees and the general public. The contractor shall comply with all applicable state and federal laws, including Occupational Safety and Health Administration (OSHA) Regulations. The contractor will be responsible to take all necessary precautions to prevent injury or illness, including but not limited to the following:

The contractor shall be responsible for ensuring that employees have been trained on industry acceptable practices and trained on the safe use of industry equipment. All said employees shall be qualified to operate specific brand and type of equipment they are using.

The contractor shall be responsible for ensuring that all equipment outfitted with protective guards and shields shall be in place and not tampered with or removed. All said protective guards shall be utilized per the manufacturer recommendations.

The contractor shall be required to maintain work areas in a clean state, as reasonably practicable. The contractor shall ensure that whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, and entrances to buildings), the public shall be protected with appropriate warnings and instructional safety signs where applicable. The area will be required to be brought back to standard as soon as is possible.

The contractor is responsible for the safe and lawful receipt, handling, storage, transport, use, and disposal of all materials used in their work. The contractor shall provide copies of product material safety data sheets to a Building & Grounds representative prior to any chemical products being brought on site and utilized. Containers for chemical products (such as bottles, jugs, drums, vials, and boxes) must be in good condition (no cracks, leaks, or rust). All containers must be compatible with the chemical product and labeled with the "Chemical Name" and hazard associated per labeling requirements of 29 CFR 1910.1200 (GHS Standard).

All accidents, incidents, or hazardous conditions related to environmental, health and safety should be forwarded immediately to a Buildings & Grounds representative.

#### **PROPERTY DAMAGE DURING SNOW/ICE REMOVAL**

All property damage must be reported immediately. Contractor is fully responsible for property damage caused by contractor's negligence. Frankfort Plant Board reserves the final right to determine the time requirement for the completion of these repairs. Repairs may be performed by contractors approved by Frankfort Plant Board that comply with insurance. The details will be determined on a case by case basis with a Buildings & Grounds representative.



## IX. Bid Pricing Form – Snow/Ice Removal

**Cost includes all equipment, labor, and materials to provide the snow and ice removal per bid specifications.**

1. It is required to itemize the costs.
2. Costs are based on a per removal rate.
3. If needed, the snow and ice totals will be verified based on the total inches reported per NOAA for the Frankfort, KY area. <https://www.ncdc.noaa.gov/snow-and-ice/daily-snow/>
4. Bidder agrees that prices submitted represent the total cost for snow and ice removal inclusive of delivery, taxes, permits, fuel surcharges, etc.
5. Plowing, sidewalk clearing and salting should all be done before 6AM
6. Snow and ice shall be directed away from buildings and/or areas that allow snow and ice to be properly placed.
7. **Winter weather is unpredictable with varying scenarios. Coordination and communication with the Buildings & Grounds department is necessary. Fulfillment of requests in a timely manner is to be expected.**

**Base bid pricing: For snow/icefall over 14.0", removal will be paid at the rate of the 10.1" – 14" plus the per inch rate over 14".**

**1. Administration Building – 151 Flynn Ave**

Snow/Ice Fall Accumulation Price Per Removal

A	Pretreatment	\$_____per treatment
B	Dusting to <1"	\$_____per removal
C	1.0" – 4.0"	\$_____per removal
D	4.1" – 7.0"	\$_____per removal
E	7.1" – 10.0"	\$_____per removal
F	10.1" – 14.0"	\$_____per removal
G	Per inch over 14.0"	\$_____per inch

**Administration Building Total for one occurrence of A + B + C + D = \$\_\_\_\_\_**

**2. Service Center – 305 Hickory Dr**

**Snow/Ice Fall Accumulation Price Per Removal**

A	Pretreatment	\$_____per treatment
B	Dusting to <1"	\$_____per removal
C	1.0" – 4.0"	\$_____per removal
D	4.1" – 7.0"	\$_____per removal
E	7.1" – 10.0"	\$_____per removal
F	10.1" – 14.0"	\$_____per removal
G	Per inch over 14.0"	\$_____per inch

**Service Center Total for one occurrence of A + B + C + D = \$\_\_\_\_\_**

**3. Cable Building – 306 Hickory Drive**

**Snow/Ice Fall Accumulation Price Per Removal**

A	Pretreatment	\$_____per treatment
B	Dusting to <1"	\$_____per removal
C	1.0" – 4.0"	\$_____per removal
D	4.1" – 7.0"	\$_____per removal
E	7.1" – 10.0"	\$_____per removal
F	10.1" – 14.0"	\$_____per removal
G	Per inch over 14.0"	\$_____per inch

**Cable Building Total for one occurrence of A + B + C + D = \$\_\_\_\_\_**

**4. Head End Facility – 92 Tanglewood Drive**

**Snow/Ice Fall Accumulation Price Per Removal**

A	Pretreatment	\$_____per treatment
B	Dusting to <1"	\$_____per removal
C	1.0" – 4.0"	\$_____per removal
D	4.1" – 7.0"	\$_____per removal
E	7.1" – 10.0"	\$_____per removal
F	10.1" – 14.0"	\$_____per removal
G	Per inch over 14.0"	\$_____per inch

**Head End Total for one occurrence of A + B + C + D = \$\_\_\_\_\_**

**5. Water Treatment Plant – 200 Coffee Tree Road**

**Snow/Ice Fall Accumulation Price Per Removal**

A	Pretreatment	\$_____per treatment
B	Dusting to <1"	\$_____per removal
C	1.0" – 4.0"	\$_____per removal
D	4.1" – 7.0"	\$_____per removal
E	7.1" – 10.0"	\$_____per removal
F	10.1" – 14.0"	\$_____per removal
G	Per inch over 14.0"	\$_____per inch

**Water Treatment Plant Total for one occurrence of A + B + C + D = \$\_\_\_\_\_**

Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____

Bidder declares and represents that he/she; a) has carefully examined the Bidding Documents, b)has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his/her bid on any verbal instructions contrary to the Bidding Documents, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the Frankfort Plant Board Purchasing Office.

**By signing below, the Bidder agrees that he/she complies with all bid requirements, instructions, specifications, terms and conditions and special conditions as stated in the bid.**

**Signature** \_\_\_\_\_

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

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Date** \_\_\_\_\_

***\*Bid must be submitted on this form\****

**X. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

A. Has your company filed the required Employer Information Report, EEO-1 (Standard Form 100) with the Secretary of Labor's Joint Reporting Committee for the prior period ending March 31?

YES

NO

If your answer to Question A above is "NO", check the following appropriate reasons for not filing:

1. Employ less than one hundred people company-wide.
2. Have specific exemption from Secretary of Labor as provided in Section 20 of Executive Order 11246, as amended.

Within Thirty (30) days after receipt of any order from the **Frankfort Electric and Water Plant Board** and prior to each March 31 thereafter, during the performance of work under said order, the undersigned firm agrees to file Standard Form 100, entitled "Equal Employment Opportunity Information Report EEO-1" in accordance with instructions contained therein, unless such firm has either filed such report within twelve months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

B. In consideration of the undersigned being placed in the **Frankfort Electric and Water Plant Board's** "Supplier Document" for the year ending March 31 next, the undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in any subcontract, contract, purchase order, or agreement that the undersigned may receive from the **Frankfort Electric and Water Plant Board**.

As used in this certification, the term "Segregated facilities" means any waiting room, work areas, rest room, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The undersigned further agrees that he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files and that he will forward the following notice to his proposed subcontractors (except when the proposed subcontractors have submitted identical certification for specific time periods).

**"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES"**

"A certification of Nonsegregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification for all subcontractors during a period (i.e., quarterly, semi-annually, or annually).

(Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)"

C. Do you have at each of your facilities a current written Affirmative Action Compliance Program as required by Title 41 of the Code of Federal Regulations (CFR) 60-1.40; and current written Affirmative Action Programs for disabled veteran, veterans of the Vietnam Era and Handicapped workers as required by CFR 60-250.4 and CFR 60-741.4?

YES

NO

If "NO" within 120 days after receipt of any order resulting from attached quotation, the undersigned firm agrees to develop and maintain written Affirmative Action Compliance Programs as required. (Current law requires the contractor to develop a written Affirmative Action Compliance Programs in those cases where the contractor has received prime contract or subcontracts for \$50,000 or more and employs fifty (50) or more people).

CONTRACTOR (SELLER/SUPPLIER): \_\_\_\_\_

MAILING ADDRESS / PHONE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative's  
NAME (PRINT OR TYPE): \_\_\_\_\_

Authorized Representative TITLE: \_\_\_\_\_

Dated Signature of Authorized Representative: \_\_\_\_\_

**\*\* This Form must be completed and submitted with your bid**

## XI. "NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM"

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor's specific line of business.

The primary goal of a safety program is to protect the health and safety of employees and the public. Our goals are also to conserve and protect property and the environment. **IT IS OUR ABSOLUTE CONVICTION THAT:**

- This is a moral responsibility of each firm and worker involved.
- Safe and healthful work is more efficient, effective and inseparable from how we perform our work.
- Accidents and injuries are unnecessary costs

We accomplish work which is free from accident and injury by providing vigorous leadership that is visible through the organization.

How well we conduct our work in a hazard-free manner, according to the direction provided, is a key factor in our performance for which we are each accountable.

There are certain basic elements that are incorporated into the safety program:

- Effective management leadership from each contractor;
- Organization of a **General Safety Program**;
- On-site supervisor with authority to carry out their responsibilities including suspension of work to correct unsafe conditions;
- Proper training and supervision; and
- Employee participation



Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations and does this program embody the philosophies described above?

YES

NO

CONTRACTOR (SELLER/SUPPLIER): \_\_\_\_\_

MAILING ADDRESS / PHONE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative's  
NAME (PRINT OR TYPE): \_\_\_\_\_

Authorized Representative TITLE: \_\_\_\_\_

Dated Signature of Authorized Representative:  
\_\_\_\_\_

***\*\* This Form must be completed and submitted with your bid***

Frankfort Electric and Water Plant Board  
PO Box 308, Frankfort KY 40602

**XII. DRUGFREE WORKPLACE COMPLIANCE CERTIFICATE**

**PLEASE SIGN BELOW TO INDICATE:** 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Testing Programs; and 2) AS a term of any contract, the Contractor agrees to comply with any such drug and/or alcohol testing that may be required by law.

CONTRACTOR: \_\_\_\_\_  
MAILING ADDRESS/PHONE: \_\_\_\_\_  
\_\_\_\_\_

Authorized Representative's  
NAME (Print or Type): \_\_\_\_\_  
Authorized Representative's TITLE: \_\_\_\_\_

SIGNATURE & DATE: \_\_\_\_\_  
\_\_\_\_\_

**\*\* This Form must be completed and submitted with your bid**

**ATTACHMENT (A) – REFERENCES**  
**Term Contract # 95 – Bulk Fuel**

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

_____	_____
(Company Name)	(Facility Type)
_____	_____
(Address)	(Phone Number)
_____	
(Contract Administrator)	

**\*\* This Form must be completed and submitted with your bid**

**END OF BID DOCUMENT**