



Kenton County Fiscal Court
1840 Simon Kenton Way Ste. 5100
Covington, Kentucky 41012-0792

SUBMISSION INFORMATION

BID/PROPOSAL **Kenton Co Electrical Services**
BID OPENING DATE: **October 29, 2021**
TIME: **2:00 P.M. Local Time**
LOCATION **Purchasing Department**

Submit 1 original and 3 copy(s) of the bid/proposal.

BUYER Holly Hill
DATE OF RFB/RFP October 7, 2021

REQUEST FOR BID/PROPOSAL INFORMATION

Date: _____ Telephone: _____

Company Name: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Cell Phone: _____ E-mail: _____

Authorized Signature: _____

The signee hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items listed, subject to all instructions, conditions, specifications and attachments hereto. The bidder/offeror affirms to the Kenton County Fiscal Court the ability to meet all requirements and further affirms that the work will be done in compliance with all Federal, State and Local codes, ordinances, and regulations.

KENTON COUNTY FISCAL COURT
REQUEST FOR BIDS/PROPOSALS: TERMS AND CONDITIONS

1. **AUTHORITY** This Request for Bids/Proposals is issued pursuant to applicable provisions of the Kenton County Purchasing Ordinance.
2. **BID/PROPOSAL OPENING** Sealed bids/proposals will be received at the Kenton County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids/proposals shall be rejected and returned unopened to the sender. Kenton County does not prescribe the method by which bids/proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids/proposals. **Facsimile bids/proposals will not be accepted.**
3. **BID/PROPOSAL PREPARATION** Bids/Proposals must be submitted on the bid/proposal form when provided and all information and certifications called for must be furnished. Bids/Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals. Bids/Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in blue ink by a person or persons legally authorized to bind the bidder/offeror to a contract. Name of person signing should be typed or printed below the signature.
4. **BID/PROPOSAL ENVELOPES** Envelopes containing bids/proposals must be sealed and addressed to the Kenton County Purchasing Department. The title of the bid/proposal as specified in the RFB/RFP document must be shown on the outside of the envelope.
5. **ERRORS IN BIDS/PROPOSALS** Bidders/Offerors are cautioned to verify their bids/proposals before submission. Negligence on the part of the bidder/offeror in preparing the bid/proposal confers no right for withdrawal or modification of the bid/proposal after it has been opened. In case of error in the extension of prices in the bid/proposal, the unit prices will govern. All price extensions are to be checked by the buyer to insure the total bid/proposal is accurate.
6. **RESERVED RIGHTS** Kenton County reserves the right at any time and for any reason to cancel this Request for Bids/Proposals, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternate bid/proposal. Kenton County reserves the right to waive any immaterial defect in any bid. Kenton County may seek clarification from any bidder/offeror at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS** Kenton County will not be liable for any costs incurred by bidders/offers in replying to this Request for Bids/Proposals.
8. **AWARD** It is the intent of Kenton County to award a contract to the lowest responsible bidder/offeror meeting specifications. Kenton County reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of Kenton County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder/offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. Bids/proposals accepted by the Kenton County Fiscal Court will be available to all members of the Northern Kentucky Governmental Purchasing Association.

9. **PRICING** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **OCCUPATIONAL LICENSES** All Bidders/Offerors must have or obtain a Kenton County and Cities Occupational License prior to performing any work in Kenton County or any of its Cities, Kenton County Ordinance 225.19, Section III (a). Bidders/Offerors must be in full compliance with all Kenton County and Cities' Occupational License Ordinances (KENTON COUNTY FISCAL COURT ORDINANCES 78-6-1, 220.8, 223.0, 223.7, 225.19, 225.25) prior to awarding of a contract. Kenton County shall have the right to reject any bids/offers from Bidders/Offerors that are not in compliance with Kenton County and Cities' Occupational License Ordinances.
12. **TAXES** Kenton County is not subject to Federal Excise tax. Per Kentucky Administrative Regulation 103 KAR 30:225E, Kenton County is exempt from state and local taxes.
13. **SPECIFICATIONS** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids/Proposals on equivalent items will be considered, provided the bidder/offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder/offeror specified otherwise, it is understood the bidder/offeror is offering a referenced brand item as specified or is bidding/offering as specified when no referenced, and does not propose to furnish an "equal." Kenton County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS** Bidder/Offerors shall promptly notify Kenton County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder/offeror shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **VARIANCES** State or list by reference on the reverse side of the Bid/Proposal forms herein any variations to specifications, terms and/or conditions.
16. **INDEMNIFICATION** The Seller shall indemnify and hold harmless Kenton County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against Kenton County as a consequence of granting the Contract.
17. **DEFAULT** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, Kenton County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. Kenton County shall be entitled to recover its attorney's fees and expenses in any successful action by Kenton County to enforce this contract.
18. **INSPECTION** Materials or equipment purchased are subject to inspection and approval at Kenton County's destination. Kenton County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty

(express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the seller promptly after rejection.

19. **WARRANTY** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Kenton County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
20. **REGULATORY COMPLIANCE** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" on all chemicals.
21. **ROYALTIES AND PATENTS** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold Kenton County harmless from loss on account thereof.
22. **LAW GOVERNING** This contract shall be governed by and construed according to the laws of the Commonwealth of Kentucky. Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to Kenton County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any Kenton County contracts for a period of two (2) years.
23. **BID BOND** A Bid Bond amounting to five (5%) percent of the proposed bid/proposal price must be provided with the response. The Bid Bond may be in the form of a surety bond, cashier check or other form of surety satisfactory to the county attorney. If the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the Fiscal Court a specific amount because of default on part of the bidder.

Request for Proposals for Electrical Services at Kenton County-Owned Facilities

1.0 Description

The Kenton County Fiscal Court, hereinafter referred to as the County, is accepting bids from qualified Electrical Contractors for the purpose of general electric services and repairs at County-owned facilities and/or buildings where departmental offices are located. It is the intention of the County to establish a Master Service Agreement with an individual contractor to provide electrical services/repairs on an “as needed” basis for all county owned systems and facilities.

A non-mandatory pre-bid meeting and walk thru will take place on Thursday, October 14, 2021 at 9AM. The meeting will start at the Independence Courthouse located at 5272 Madison Pike Independence, KY 41051. We will then travel independently to the various sites as needed or requested by the contractors.

1.01 Scope of Work

The contractor shall perform normal and on-call electrical maintenance services to designated facilities as directed by the Building and Grounds Manager or his or her designee. The contractor/bidder shall provide costs for the tasks listed on the bid sheets. The main purpose of this RFP is to establish a master service agreement to expedite and improve our service call procedures for “as needed” electrical repairs.

It shall be the Contractors responsibility to service all county facilities as requested by the Building and Grounds Manager or his or her designee. All maintenance, installation and repairs shall be provided in accordance with the highest standards of the industry, applicable trade practices, meet warranties and in conformance to all current Federal, State, and Local laws, codes and regulations.

The scope of work for the service calls include repairs and installations that are commonly performed by electrical contractors but not limited to the following job types:

Retrofitting and Additions	Maintenance, Repair and Replacement work
General Troubleshooting	Switchboard Installation
NEC Code Corrections	Panel Replacements
Installation of new wiring, indoors and outdoors	Low Voltage Systems
3 Phase Circuits	120 -480 Volt Circuits
General Backup Systems	Power Quality Analysis and Control
24 Hour Emergency Service	Power Factor Testing and Correction

The equipment to be maintained is of various types of manufacturers with the locations as followed but not limited to:

Facility	Address
Independence Courthouse	5272 Madison Pike Independence, KY 41051
Golf Courses of Kenton County	3908 Richardson Road Independence, KY 41051
Police Department	11777 Madison Pike Independence, KY 41051
Public Works	420 Independence Station Road Independence, KY 41051
Animal Shelter	1020 Mary Laidley Drive Fort Mitchell, KY 41017
Parks and Recreation	420 Independence Station Road Independence, KY 41051
Fleet Department	420 Independence Station Road Independence, KY 41051
Kenton County Building (Admin Offices)	1840 Simon Kenton Way Covington, KY 41011

Firehouse (NKDSF)	5272 Madison Pike Independence, KY 41051
Park Rental House	3415 Mills Road Covington KY 41015
Golf Course Rental House	3910 Richardson Road Independence, KY 41051
Lincoln Ridge Park	420 Independence Station Road Independence, KY 41051
Pioneer Park	3951 Madison Pike Covington KY 41017
Middleton-Mills Road Park	3415 Mills Road Covington KY 41015
Richardson Road Park	3975 Richardson Road Independence KY 41051
NKY Emergency Cold Shelter	634 Scott Blvd Covington KY 41011
Various Emergency Communications Towers and Siren Sites	Kenton County, KY

2.0 Invoicing

The selected contractor shall provide itemized billing for each invoice. Each invoice shall differentiate, if applicable, labor, equipment, and material costs.

3.0 Term

One vendor will be selected to provide electrical services for a period of three (3) years. Once the term has expired, services will be re-advertised and no additional work assignments will be made under the contract.

4.0 Response Time

The selected contractor shall agree to respond to emergency calls twenty-four (24) hours per day, seven (7) days per week throughout the duration of the contract. Required response time for emergency calls is four (4) hours from the time of the call.

Routine repairs, service requests or other non-urgent tasks shall be responded by the contractor within one (1) working day from the date of the request.

5.0 Warranty

The selected contractor shall warrant that any services or related materials that are found to be defective or faulty due to imperfect and/or bad workmanship and/or materials within one (1) year from the date of completion shall be replaced at no additional cost to the County.

6.0 Standards

All electrical services related to this request shall be performed in accordance with current Federal, State and Local regulations. All work performed shall be under the supervision of Kentucky Licensed Master Electrician. The selected contractor shall maintain licensing through the duration of the contract.

The County reserves the right to seek additional competitive bids and to hire non-contracted firms when necessary to best serve the public interest. Select projects may be except from this contract, the County reserves the right to follow normal procurement processes in accordance with state law for these designated projects.

7.0 Submission of Bid

Bids shall be submitted in a sealed envelope marked **“Electrical Services for Kenton County Facilities.”**

Sealed bids are to be sent to:

Kenton County Finance Department
Attn: Holly Hill
1840 Simon Kenton Way
Suite 5100
Covington, KY 41011

Sealed bids are due at 2:00PM local time on **Friday, October 29, 2021**. Late, electronically submitted or facsimile bids will not be accepted. The County of Kenton reserves the right to reject any and all bids. In submitting a bid, the contractor agrees that the bid will remain an offer open to the County of Kenton for acceptance for a period of thirty (30) days after scheduled time of receipt of bids.

All questions regarding this bid shall be directed in writing to the Purchasing Manager, Holly Hill by email: holly.hill@kentoncounty.org. All questions must be submitted prior to 2PM on October 21, 2021.

All answers to questions will be posted on the kentoncounty.org website under Business Services, Treasurer, Procurement (Bids & Proposals) and then click on Bid Posting Title.

7.01 Response Format

The proposal should be organized according to the following format. Information should be concise and specific to address each request. Include a table of contents and tabs to organize the material in the following order.

1. Transmittal Letter: Provide a letter introducing your organization and proposal, to be no more than one (1) page in length.
2. Qualifications: Provide a brief description on the background and qualifications of the company in accordance to successfully accomplish the scope of work in the proposal. Please list similar projects in the area and five (5) commercial references. If applicable, please include information/resumes of essential employees that will be assigned to our account
3. Completed Bid Sheet with proposal of rates.

7.02 Evaluation and Selection:

County staff will evaluate each firm's submission based upon the following criteria and the ability to execute the services. Following the evaluation process, the team will then select the organization to present to the Fiscal Court for approval.

1. Qualifications
2. Relevant experience and expertise
3. Rate Structure and ability to meet response time

The County reserves the right to clarify all information submitted in response to this RFB and resolve any inconsistencies in the bids.

7.03 Bid Notice:

Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to the County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any County contracts for a period of two (2) years.

Company Name: _____

**Electrical Services at
Kenton County-Owned Facilities**

Bid Sheet

Service, Repair, and Replacement Pricing

Cost

Regular Hours (Licensed Technician) _____ / hour

Overtime Hours (Licensed Technician) _____ / hour

Regular Hours (Assistant – Non Licensed Technician) _____ / hour

Overtime Hours (Assistant- Non Licensed Technician) _____ / hour

Percentage Mark-up on material / parts _____ %

After initial year, (If any) annual increase to labor rate _____ %

Define Overtime Hours: _____

Can you meet response time requirements in a reasonable manner: (Please Circle) Yes or No

Authorized Signature: _____ Date: _____

Title: _____