

ADVERTISEMENT FOR BIDS

Todd County Water District
P.O. Box 520
2201 New Highway 68 West
Elkton, KY 42220

**RE: KY Highway 181 Waterline Upgrade & Replacement Project
Contract 3 – Water Meter Equipment Procurement**

The **Todd County Water District** will receive separate, sealed Bids for their **KY Highway 181 Waterline Upgrade & Replacement Project: Contract 3 – Water Meter Equipment Procurement** until **3:00 p.m., Monday, March 25, 2019** at the office of Todd County Water District, 2201 New Highway 68 West, P.O. Box 520, Elkton, Kentucky 42220, at which time they will be publicly opened and read aloud.

The Contract involves the purchase and delivery of nearly 3,125 radio-read capable water meters and other equipment. The water meters have varying sizes. This solicitation is for equipment procurement and does not include installation.

The Issuing Office for the Bidding Documents is: McGhee Engineering, Inc., at P.O. Box 267, 202 South Ewing Street, Guthrie, Kentucky 42234 or by calling (270) 483-9985. Perspective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:30-4:30 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Plans must be ordered by visiting www.mcgheeengineering.com and clicking on **"Bid Opportunities"**. Plans will be sold with an option of Digital only OR Printed set w/ Digital copy. Bids will be accepted only from registered contractors holding approved bid forms provided by the Issuing Office. Bid holders may be viewed at www.mcgheeengineering.com.

The District reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems most advantageous. All Bids shall remain subject to acceptance for 90 days after the time set for opening bids.

Published by the authority of the Todd County Water District
John Haley, Manager

Dated: February 25, 2019

PARTIAL
PREVIEW

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Todd County Water District
2201 New Highway 68 West; PO Box 520
Elkton, Kentucky 42220

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Point of Destination and site where the Goods or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

BASE BID:

ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL
5/8"x3/4" residential type water meter with radio read capability	3,050	EA	\$	\$
1" residential type water meter with radio read capability	60	EA	\$	\$
1-1/2" residential type water meter with radio read capability	7	EA	\$	\$
2" residential type water meter with radio read capability	6	EA	\$	\$
Additional remote reading equipment compatible with current Itron Radio Equipment, including notebook computer, mobile radio receiver, handheld RF unit, all software, supplies and services.	1	LS	\$	\$
TOTAL BASE BID AMOUNT				\$

SUPPLEMENTAL BID ITEMS:

ITEM	QUANTITY	UNITS	UNIT PRICE
3" residential type water meter with radio read capability tested & PSC compliant	0-10	EA	\$
4" residential type water meter with radio read capability tested & PSC compliant	0-10	EA	\$

This offer is made with (check one):

- No exceptions to the specifications and instructions to bidders.
- Exceptions as described in a _____ page attachment to this bid.

5.02 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bidder Qualification Statement with Supporting Data.

ARTICLE 7 - DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Partnership

Partnership Name: _____
(SEAL)

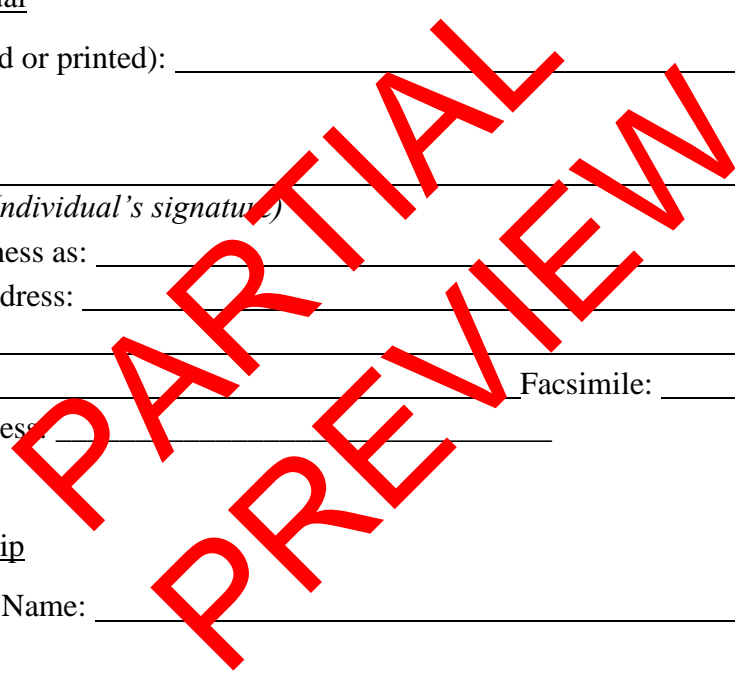
By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____



A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, other): _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

A Limited Liability Company (LLC)

LLC Name: _____

State in which organized: _____

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

E-mail address: _____

