

COMMONWEALTH OF KENTUCKY
THE FISCAL COURT OF CALLOWAY COUNTY, KENTUCKY
REQUEST FOR PROPOSAL AND INVITATION TO SUBMIT SEALED BID
COUNTY ROAD FURCHES TRAIL BRIDGE

BID OPENING DATE, TIME
AND LOCATION:

March 17, 2025 at 8:00 A.M.
Calloway County, Kentucky
Fiscal Court Room
201 South Fourth Street
Murray, Kentucky 42071

RFP AND BID PURPOSE:

The Fiscal Court of Calloway County, Kentucky (hereafter, County) is soliciting sealed bids that would, if accepted by the County, establish an ultimate contract whereby a bridge is brought back up to the standards for safe passage by commercial and residential traffic, upon the general and detailed terms, conditions, and specifications contained in this Request for Proposal and Invitation to Submit Sealed Bid (hereafter, RFP) and the applicable law of the Commonwealth of Kentucky.

If you believe you are qualified and prepared to propose fair and just consideration for the transaction contemplated by this RFP and submit a sealed bid, please forward the required information and documents noted in this RFP to Judge Executive Kenneth C. Imes, Calloway County, Kentucky, 201 South Fourth Street, Murray, Kentucky 42071.

SCOPE:

Calloway County is upgrading a bridge in the county that is located on Furches Trail (GPS: 36.3430, 88.2423) it crosses Middle Fork Clarks River. This bridge has been deemed unsafe to drive over due to the fact that the timber piles holding up the bridge have deuterated over the course of many years and have to be replaced. The scope of work on this project will consist of the demolition of the current structure that is presently there and rebuilding the bridge that is up to the standards for bus, vehicle, and pedestrian crossing. All of the foregoing shall be conducted in accordance with the Commonwealth of Kentucky, Transportation Cabinet, Standard Specifications for Road and Bridge Construction, currently in effect, and in accordance with any applicable standards established by the Subdivision Regulations of Calloway County, Kentucky, as currently in effect (hereafter, Project). To that end, the County seeks to retain the services of a Contractor or Contractors and/or design professional or professionals to complete such project.

All construction of and services performed relative to the Project shall be performed in a competent and workmanlike manner, consistent with the standards utilized

for bridge construction, bridge demolition and construction of the approaches to the bridge within the Commonwealth of Kentucky. All such construction and services performed relative to the

Project shall be conducted in accordance with the Commonwealth of Kentucky, Transportation Cabinet, Standard Specifications for Road and Bridge Construction currently in effect and which may be obtained from the Kentucky Transportation Cabinet ([hgps://transportation.ky.gov](https://transportation.ky.gov)). In addition, all such construction and services performed relative for the Project shall be conducted in accordance with all applicable provisions of the Subdivision Regulations of Calloway County, Kentucky, which may be obtained from the Office of the Calloway County Judge-Executive, in a pdf format. Said Subdivision Regulations are incorporated by reference into this RFP, as if fully set forth herein as Schedule B.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS:

These General Conditions and Instructions apply to all bids submitted. One (1) original Bid Certification and Proposal Form (hereafter, Proposal) in a sealed envelope Proposal must be received by Fiscal Court of Calloway County, Kentucky; Attention: Judge Executive Kenneth C. Imes, Calloway County, Kentucky, 201 South Fourth Street, Murray, Kentucky 42071, no later than 4:00 P.M. on March 14, 2025. Faxed, emailed or other electronic submissions WILL NOT be accepted. Proposals received after the time designated for the bid opening will be returned to the bidder unopened. The County cannot and does not assume responsibility for any delay as a result of failure of the United States Postal Service or any other delivery service to deliver bids on time. Bid tabulations will be made by designated County representatives.

TERMS AND CONDITIONS:

1. Proposal Forms and Return Instructions: Bidders must return the Bid Certification and Proposal form (hereafter, Proposal) provided with this RFP found within this RFP. Bidders are to complete the Proposal form indicating the bid offered. Each bid should be submitted in a separate sealed envelope clearly marked with CALLOWAY COUNTY, KENTUCKY: COUNTY ROAD TAYLOR STORE BRIDGE UNDER 20' REHABILITATION - and the bid opening date printed on the outside of the envelope as same appears on this RFP.

The Bidder is responsible for the delivery of its Proposal in accordance with this RFP. If the Proposal is delivered to the wrong location, by any delivery method, the Bidder bears the responsibility of any such mis-delivery. Delivery of the RFP to the specified location at the established date and time is the sole responsibility of Bidder. The County Judge-Executive, or designee, who is responsible for receiving RFPs will determine whether an RFP has been timely received and whether proposals will thereafter be accepted, in sole discretion of the County Judge-Executive.

The Bidder should retain a duplicate copy. If applicable, an officer or member of the bidding firm who is authorized to legally bind the organization shall sign the bid certification, and which shall contain an original signature. The Proposal forms should be used without alterations. Any modification, addition, or change to the terms and conditions of the Proposal may be a cause for rejection of a bid. By executing the Bid Certification and Proposal Form, it is specifically acknowledged that the Bidder has read this Invitation, understands it, and agrees to be bound by its Terms and Conditions.

2. Correction of Mistakes: Bidders are cautioned to re-check their bid for possible errors. No bid can be corrected, altered, or signed after being opened. All prices and quotations must be in ink or typewritten. No figures made by pencil will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Errors discovered after public opening cannot be corrected and Bidder will be required to accept the Contract if offered.

3. Error in Bid: No bid will be altered or amended after the specified time and date set for the bid opening.

4. Reservations by County: The County reserves the right to accept the lowest and best bid, most responsible and responsive bid, to reject any and all bids, to waive any informalities, to waive any technical non-compliance or to accept any bid as may be deemed in the best interest of the County, in its sole and unfettered discretion.

5. Withdrawal or Amendment of Proposal: A Proposal may not be amended. However, a Proposal may be withdrawn and resubmitted pursuant to this Section. A Bidder may withdraw its Proposal after it has been submitted only if a written request is submitted and received prior to the expiration of the time during which Proposals may be submitted, without prejudice to itself, by submitting a written request for its withdrawal to County. Thereafter, a Bidder may re-submit a Proposal in accordance with this RFP. All Proposals shall be valid for a period of forty-five (45) days from the bid opening date to allow for tabulation, study, and consideration by the County.

6. Addenda: County reserves the right to issue an addendum or addenda to the bid after the Request for Proposal and Invitation to Bid has been released. In no instance will an addendum be issued within five (5) working days prior to the bid opening. An interested Bidder shall determine prior to submitting their Proposal that it has received all Addenda issued by County and acknowledgement receipt of such Addenda by the return of the signed Addenda form(s), if any, with its Proposal.

7. Review: After the public opening of Proposals received from the RFP, County will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification, only.

8. Method of Award: An award to the successful Bidder relative to this RFP by County will be made following a review of all responsible and responsive Proposals by appropriate representatives of County as designated by the County Judge-Executive, subject to the ultimate approval of said Proposal by the Fiscal Court of Calloway County, Kentucky. The award may be made to the most responsible Bidder whose proposal is determined to be in the best interest of County area and which is considered to be the most responsible and responsive.

Any Bidder whose Proposal is accepted shall herein be referred to as the Retained Contractor. The County will expect to complete and have in place a signed Contract with the Retained Contractor no later than thirty (30) days following the award.

9. Any Bidder submitting a Proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract with County. County shall not be held responsible for the completeness or accuracy of any documents received by a Bidder that were not directly issued to that Bidder by the County.

By bidding, each Bidder covenants and agrees to protect, defend, and hold harmless the County, the Fiscal Court, its Judge Executive, any administrators, directors, employees, agents and independent contractors from any and all suits, claims, demands, liabilities, judgments, liens, encumbrances, court costs, legal expenses and attorney's fees arising out of, or in connection with, the issuance of this Request for Proposals and Invitation to Bid and the subsequent award of Bid and Contract.

10. Other Conditions:

A. Governing Law and Forum: This RFP, as well as the Contract, shall be governed by, and construed under and in accordance with, the laws of the Commonwealth of Kentucky. Any and all claims or disputes under the terms of those documents or the process utilized hereunder shall be submitted to the jurisdiction of the Calloway Circuit Court, presiding in Murray, Calloway County, Kentucky. A Bidder agrees to or forever waive and agrees not to assert any defense that the court listed in this paragraph lacks personal jurisdiction, that such venue is improper, and that the forum is inconvenient.

B. Retention of Documents: The Retained Contractor agrees to retain all books, records, and other documents incident to this arrangement for a period of no less than five (5) years after the completion of the Project contemplated by the Contract. County, its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.

C. Oral Statements and Modifications: Any oral statement or representation by any representative of the County changing, modifying, interpreting or supplementing the RFP or Contract or any condition thereof, is unauthorized and shall confer no right upon the Bidder or Retained Contractor.

D. Submission of Proposals: Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by County to reimburse any entity or individual for any costs incurred in preparing or submitting proposals.

E. Advertising of Request for Proposals: The solicitation of Requests for Proposal shall be advertised in accordance with KRS 424.130, applicable law and any applicable policy or procedure of County.

AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH APPLICABLE LAW

By my signature on this Bid Form, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

1. That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding legal entity having authority to bind such legal entity on its behalf;
2. That the costs quoted in the attached bid or bids responding to the Request for Proposal and Invitation to Bid are correct and have been arrived at by the Bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That contents of the bid or bids have not been communicated by the Bidder, or its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bids and will not communicate to any such person, prior to the official opening of the bid or bids; and
4. That the Bidder is legally entitled to enter into contracts within the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by Kentucky Law and any applicable policies or procedures of County. That Bidder understands that the bidding process is being conducted consistent with the applicable law of the Commonwealth of Kentucky as applied to its political subdivision, Calloway County, Kentucky, and that the contents of the Proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with this RFP.

BIDDER: _____

BID AMOUNT: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

SSN/FEIN: _____