

**City Council Members**

Chuck Bradley  
Millie Butcher Conway  
Polly Singer Eardley  
David Lusby



**City Council Members**

Mark Showalter  
Connie Tackett  
Karen Tingle-Sames  
Marvin Thompson

**TOM PRATHER, MAYOR**

**REQUEST FOR PROPOSALS  
Stormwater Infrastructure Services FYs 2017-2020  
OPENING:  
Wednesday, March 29, 2017 at 2:00 PM EDT**

**SCOPE**

**The City of Georgetown is seeking proposals for cleaning and closed-circuit televising (CCTV) of stormwater infrastructure.**

**GENERAL COMPLIANCE**

NOTE TO PROPOSERS: Proposal submission does not constitute an agreement or a contract with the City of Georgetown.

NO RESPONSE: Proposers unable or unwilling to submit a proposal should immediately return the "Proposer Response Form" only with "No Response" marked clearly on the outside of the envelope. Any proposer not submitting a proposal is encouraged to indicate the reason(s) for not participating.

ALTERNATE PROPOSALS: It is not the intention of the specifications contained herewith to eliminate any proposer; however, quoted items must equal or exceed stated specifications.

INDICATION OF COMPLIANCE: The proposer shall indicate compliance with either a "Yes" or a "No" for each item specification. Blank spaces shall be considered non-compliance. Any deviation from the specification or where submitted literature does not fully support meeting the specification(s) must be clearly cited on the attached page labeled "EXCEPTIONS TO PROPOSAL SPECIFICATIONS AND/OR COMMENTS." No deviation below "minimum" specifications will be accepted.

Additional Information: While not necessary, the proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist the City of Georgetown in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by the Request for Proposals (RFP) to be submitted with the proposal.



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At the time of submission, each proposer will be presumed to have inspected the site(s), if necessary, and to have read the scope and to be thoroughly familiar with the project plans and contract documents (including any and all addenda). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation with respect to this proposal.

All proposals and submitted information becomes the property of the City of Georgetown and will not be returned to the proposer.

**PROPOSAL SUBMISSION:** All pages of the original signed hardcopy shall be initialed in ink on the lower right-hand corner. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the proposal.

The proposer must submit one original signed hardcopy, and three (3) duplicates. These must be sealed in a container with the project name, the proposer's name, and the opening date clearly marked on the outside of the container. The cover of the original proposal should be marked "Original" and the covers of the duplicates should be marked "Copy." The proposal shall be addressed and delivered to City Clerk, 100 North Court Street, Georgetown, KY 40324 prior to proposal opening.

ANY PROPOSALS NOT RECEIVED PRIOR TO THE SCHEDULED OPENING DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED.

**FAILURE TO SUBMIT REQUIRED DOCUMENTATION:** Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

**LIABILITY:** City of Georgetown is not liable for any expenses incurred in connection with the preparation of proposals.

**METHOD OF PROCUREMENT:** Shall be in conformance with Purchasing Policies as adopted by the City Council for the City of Georgetown, Kentucky. A copy of the City's Purchasing Policy is available on the City's website at [www.georgetownky.gov](http://www.georgetownky.gov) (Finance Department).

**KENTUCKY OPEN RECORDS LAW:** At the time a proposal is submitted to the City, proposer shall identify any information that is submitted as part of the proposal that is proprietary or confidential in nature and not subject to release for public inspection. The City of Georgetown will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

**NEW GOODS, FRESH STOCK:** Unless otherwise specifically stated, all Contractors shall provide new commodities, fresh stock, latest model, design or package.

**COMPLIANCE WITH LAWS AND REGULATIONS:** Each proposer shall comply with all Federal, State & Local regulations concerning this type of service.

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**METHOD OF AWARD:** The award will be based upon the weighted evaluation criteria established in the request (when applicable), and upon the lowest responsive and responsible proposer complying with specifications on each item. The City of Georgetown reserves the right to consider as a part of the proposal evaluation the stated warranty, stated delivery schedule, service, features, upgrades and payment terms.

The City of Georgetown reserves the right to reject any and all proposals, to award any proposal in whole or in part, and/or to waive any irregularities or minor immaterial defects in any and all proposals. The right is also reserved to award proposals based on the best interest and/or most advantageous to the City. The City of Georgetown may also consider any alternative proposal that meets its basic needs.

**PRICING:** All prices shall be quoted exclusive of any taxes. The City of Georgetown is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the City from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Proposers must provide manufacturer's product literature if available and appropriate with the proposal submission.

Proposals shall remain firm and open to acceptance by the City of Georgetown for a minimum period of sixty (60) days after the proposal opening. If the time period has expired the City of Georgetown could request a letter from proposers asking to extend the time period.

**STANDARD AGREEMENT:** The selected Proposer will be required to sign a Standard Agreement for Goods and Services with the City within fourteen (14) days of the Notice of Award. The agreement will contain terms and conditions that include duration of the agreement, sworn statement regarding campaign finance laws, a provision indicating that the proposer and its employees or agents are not employees of the City, a termination clause, an additional termination clause of those agreements covering multiple fiscal years in the event that sufficient funds are not appropriated as part of the budget process, provision that Kentucky law applies to interpretation of the agreement and any disputes and that venue shall be Scott County, KY, and a provision that the services cannot be assigned without the prior approval of the City.

A Notice to Proceed will be issued once the agreement has been signed by both parties and all required paperwork herein described is received by the City.

**DELIVERY SCHEDULE:** Delivery date shall be specified on each item quoted. The vendor will be expected to fulfill the delivery as specified.

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**PAYMENT:** The proposal must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured into the unit price of the quoted item. The City of Georgetown reserves the right to select the most beneficial terms.

**DEFAULT; TERMINATION OF CONTRACT:** In the event that any of the provisions of this Contract are violated by the proposer such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the proposer of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the proposer, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

The City shall be authorized to terminate for its own convenience all contracts for the procurement of supplies and services when the Department Head determines in writing that such termination will be in the best interest of the City.

**SAFETY:** The successful proposer must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Georgetown, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when vendor demonstrates to the satisfaction of the City that conditions are without risk.

**INSURANCE REQUIREMENTS:** The successful proposer covenants and agrees to maintain and keep in force during the term of the contract insurance policies in the following minimum amounts:

<u>Type of Insurance</u>	<u>Limits</u>
Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000/\$1,000,000 CSL
Commercial Automobile Liability	\$1,000,000

On all liability policies of insurance proposer shall have the City named as an additional insured and shall further require that their liability carrier(s) notify the City at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of proposer's insurance certificate providing proof of insurance as stated above must be on file in the Purchasing Department prior to the proposal award. Submission of an Evidence of Insurability from your provider or an Insurance Certificate copy may be included with the proposal package.

**HOLD HARMLESS AGREEMENT:** The proposer covenants to save, defend, keep harmless, and indemnify the City of Georgetown and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected

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with the proposer's negligent performance or non-performance of the terms of the contract.

**CONTRACTOR STATUS:** Proposer understand and agrees that its employees, agents, or sub-proposers are not employees of City of Georgetown for any purpose whatsoever.

**PROPOSER'S QUALIFICATIONS:** Proposer must demonstrate to the satisfaction of the City of Georgetown that he/she has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any proposer who, in the opinion of the City, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful proposer must comply with the City of Georgetown ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular proposal package.

**PROPOSER PREFERENCE:** Pursuant to KRS 45A.494, which is incorporated herein by reference: "a resident Proposer of the Commonwealth shall be given a preference against a nonresident Proposer registered in any state that gives or requires a preference to Proposers from that state. The preference shall be equal to the preference given or required by the state of the nonresident Proposer. "

**EQUAL OPPORTUNITY STATUTES:** The City of Georgetown is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The City complies with the Immigration Reform and Control Act of 1986. Therefore, the successful proposer must demonstrate to the satisfaction of the City that he also conforms to all Federal, State, and Local Equal Opportunity statutes. Further, the contractor will reimburse the City of Georgetown for any damages incurred due to any violation of the above-mentioned statutes by the contractor while under contract to the City.

**"OR EQUAL" CLAUSE:** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

**AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP:** If a proposer discovers any ambiguity, conflict, discrepancy, omission or other such error in the RFP, he/she shall

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immediately notify the City of Georgetown of such error in writing and request modification or clarification of the document if allowable by the City of Georgetown.

**ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any proposer orally.**

Every request for such interpretation should be in writing addressed to the City Clerk, 100 North Court Street, Georgetown, KY 40324, by Fax to 502-863-9962, or by email to [tracie.hoffman@georgetownky.gov](mailto:tracie.hoffman@georgetownky.gov), and to be given consideration must be received at least three (3) business days prior to the date fixed for the opening of proposals. **Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to prospective proposers and posted to the City's website: [www.georgetownky.gov](http://www.georgetownky.gov).** Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his/her proposal as submitted. All addendums so issued shall become part of the contract documents.

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GENERAL REQUIREMENTS

The City is seeking a firm to provide cleaning and closed-circuit televising (CCTV) services of storm drainage pipes (ranging from 12" to 72" in diameter) and structures.

PRE-BID MEETING

No pre-bid meeting will be held.

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EVALUATION CRITERIA

Every effort will be made to evaluate the proposals as objectively as possible. The best proposal will be determined by Committee that provides the best combination of factors relating to experience, qualifications, service and reputation:

PARAMETER	% WEIGHT
Cost	70
Firm Qualifications	20
References	10

EVALUATION COMMITTEE

The Evaluation Committee may include the following:

- Director of Finance
- City Attorney
- City Engineer
- Finance / Legal Specialist
- City Council Member
- Other member(s) deemed necessary as determined by the Finance Director

The Committee reserves the right to require written questionnaire responses, telephone interviews, and/or conduct selection interviews with respondent.

**Committee members shall not be contacted by the Proposer during the proposal preparation and selection process, unless otherwise noted herein.**

The Committee shall be the sole judge of the best proposal and the resulting negotiated agreement. The Committee reserves the right to investigate the reputation, integrity, skill, business experience, and quality of performance under similar operations before making a final decision and will be based on both an objective and subjective comparison of the proposal.



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PROJECT GENERAL PROVISIONS

**LOCATIONS OF THE PROJECTS**

In general, the City’s municipal separate storm sewer system (MS4) area has been divided into five main watersheds. It is the City’s goal to have stormwater infrastructure cleaned and televised within one watershed per year. The attached map entitled, “MS4 Maintenance Watersheds” shows the five watersheds for reference. The City will determine the stormwater infrastructure to be cleaned and televised each year.

Additionally, the above services to be provided by the Contractor may be associated with other stormwater projects on an as-needed or emergency basis. The location of each additional project will be determined at the time the need of the service is identified.

**INFRASTRUCTURE**

Stormwater infrastructure to be cleaned and inspected by maintenance watershed:

<b>Unit</b>	<b>Diameter</b>	<b>Cane Run</b>	<b>Dry Run</b>	<b>Lanes Run</b>	<b>E. North Elkhorn</b>	<b>North Elkhorn</b>	<b>W. NE/ McCracken</b>
LF	12"-21"	45,787	3,279	33,306	31,970	27,094	26,214
LF	24"-30"	19,177	1,027	15,842	18,935	13,216	6,795
LF	36"-42"	3,883	421	4,574	6,068	6,578	989
LF	48"-54"	1,070	0	1,598	5,637	2,314	391
LF	60"-72"	1,640	0	1,542	551	780	235
LF	Unknown	12,088	71	27,352	5,040	124	10,156
Est. # Structures		2,334	192	1,991	1,651	1,500	1,151

Quantities are estimates and are subject to change as additional investigations are to occur in each maintenance watershed.

**CONTRACT PERIOD**

The Contract period will begin upon the signing of the Contract by both parties and will extend for a period of approximately 3 (three) years terminating on June 30<sup>th</sup> 2020.

At the option of the City, the Contract may be extended for an addition 2 (two) years terminating on June 30<sup>th</sup> 2022.

**CONTRACT PRICE**

Proposers shall include an itemized unit based fee for each work item as outlined in the Special Provisions – Pay Item Description section. Incomplete pricing may result in disqualifications and rejection.

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The City will not provide for any price adjustments during the three-year contract; therefore, Proposers are responsible for including any anticipated price fluctuations in their proposals. The Contractor may negotiate a price adjustment if the 2 (two) year contract extension option is engaged with and if agreed to by the City.

The City reserves the right to negotiate itemized unit based fees proposed by a firm after submittal of Proposals and prior to contract execution.

**WORK**

The Work shall consist of cleaning and televising stormwater infrastructure (ranging from 12" to 72" in diameter). The City will determine the stormwater infrastructure to be cleaned and televised each year.

**EXTRA WORK**

Extra work may consist of special projects or emergency services and shall be performed in accordance with the specifications and as directed by the City. No extra work shall be commenced prior to specific authorization for the performance of such extra work being given by the City.

**STAFFING REQUIREMENTS AND IDENTIFICATION OF CONTRACTOR PERSONNEL**

The Contractor shall provide sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. Additionally, the City has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

All personnel must wear high visibility safety vests that meet KYTC Standards while working in traffic areas.

**SUPERVISION (CITY)**

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City's authorized agent. Any alterations or modifications shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written agreement.

**SUPERVISION (CONTRACTOR)**

The Contractor shall provide qualified and competent supervision at all times to manage the work. The supervisor shall be experienced in the type of work being performed and fully capable of managing, directing, and coordinating the work, reading and thoroughly understanding the contract, and receiving and carrying out directions from the City.

Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be

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sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create personal injury or safety hazard.

The supervisor must be reachable via cell phone during business hours (Monday – Friday, 7:00 AM to 6:00 PM) during the Contract Period.

**TRAFFIC CONTROL**

The Contractor will provide necessary warning devices and personnel for safety instructions to persons and vehicular traffic within the work area in accordance with applicable KYTC Standards. The Contractor shall schedule work between the hours of 7:00AM and 6:00PM Monday through Friday unless authorized by the City of Georgetown to do otherwise. The cost of traffic control is incidental to the unit based fee.

**SAFETY**

All services performed under this agreement shall be performed according to the standards of proper conduct, safety, propriety and all federal, state and local regulations, including OSHA.

**WORKING HOURS**

Routine operations will be restricted to daylight hours. Work may only be performed when visibility allows safe operations.

Application of chemicals is restricted to appropriate weather conditions in accordance with the manufacturer's specifications.

**PROPERTY AND FACILITY PROTECTION AND/OR REPLACEMENT**

The Contractor will be held responsible for all property and facility damage, including negligence in the course of performing the work. Any property or facilities damaged during the course of the work shall be restored by the Contractor to an "as new" condition to current City standards as directed. All repairs or replacements will need to be approved in advance by the City and by any other required public bodies, utility provides and/or property owners. Payment for any required permits will be the Contractor's responsibility. Private property, shrubbery, fences, etc. disturbed during the course of the Work will be replaced by the Contractor to the satisfaction of the City and the property owner.

**EQUIPMENT**

The Contractor's equipment shall be clearly identified with the name of the company. The equipment must be in good working condition and suitable for performing the Work required.

**EROSION CONTROL DEVICES AND REQUIREMENTS**

Erosion control devices shall be installed as directed by the City or other regulatory agencies when required. The Contractor shall be responsible for installing all erosion control devices required to minimize soil erosion (silt fence, sediment traps, diversion ditches, check dams, etc.). Erosion control shall be in accordance with the latest City of Georgetown requirements and the cost of which is incidental to the unit based fee.

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**ACCESS TO THE PROJECT SITES**

Access to some of the cleaning sites may be difficult and may require building access paths or temporary creek crossings, and securing encroachment permits on abutting properties. The City shall provide the Contractor with a Right of Entry (ROE) if access is needed outside of the street right of way or storm drainage easement (SDE). The Contractor shall keep a copy of the ROE on the work site at all times. The Contractor is responsible for notifying the property owner(s) a minimum of 48 hours prior to accessing private property unless the City determines that the Work is an Emergency.

**INCLEMENT WEATHER**

Work shall not be performed when weather creates work site conditions that are unsafe for workmen or for the general public, or prevent performance of contract provisions. Contractor shall work with City personnel who initiated the work order request to determine an acceptable date to re-schedule the requested work.

**ENFORCEMENT ACTION/PENALTIES**

The Contractor shall be fully responsible for any and all violations. In the event that a violation occurs or if a Notice of Violation is received, the Contractor shall immediately notify the City and shall take immediate action to correct the violation as directed or required by State and Federal Agencies. Any penalties resulting from such violation shall be assessed to the Contractor. In the event that a violation resulting from the Contractor's activities results in a Cease Work Order by the Corps of Engineers, the Contractor shall be held fully responsible for all damages resulting from such delay and any associated penalties.

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**PROJECT SPECIFICATIONS - CLEANING**

**GENERAL**

This contract includes, but is not limited to providing cleaning services for stormwater structures and various diameter storm drainage pipes, ranging in size from 12 inches to 72 inches in diameter, at various unspecified locations on an as-needed basis. The intent of the storm infrastructure cleaning is to remove foreign materials from the lines and restore the storm drainage capacity to a minimum of 95% of the original carrying capacity.

Under normal conditions, the Contractor shall be available to begin work within 48 hours of being notified by the City unless otherwise approved by the City.

In emergency situations, the Contractor shall respond to all calls within 24 hours unless noted otherwise.

The proposed work is to be performed within public right-of-way (ROW) or existing storm drainage easements. The City will procure the necessary easements for the Work where required, but the Contractor must make his own arrangements with the Kentucky Transportation Cabinet, utility companies, and private individuals, when required, for coordinating and carrying out the work and will pay any inspection fees required by the companies involved.

The City will provide a GIS map of the stormwater structures and pipes to be cleaned. The Contractor will use the structure identification numbers provided on the map. If additional structures are found during the work, the Contractor will provide a structure identification number based on the City's naming conventions.

The CCTV documentation (described later) will be the evidence the City will use to ensure the infrastructure has been cleaned to the required specifications.

**CLEANING PRECAUTIONS**

The City recognizes that there are some conditions such as broken pipe and major blockages that may prevent cleaning from being accomplished or where additional damage might result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will notify the City immediately so the City can promptly respond with an emergency repair.

The Contractor shall use the appropriate equipment to clean all debris and roots from each storm drainage segment or structure thoroughly. All solids shall be removed at the downstream manhole of the section being cleaned.

Passing material from one segment to another will not be permitted. Cleaning operations shall begin at the most upstream storm drainage structure and proceed downstream.

If cleaning of an entire section cannot be successfully performed from one structure, the equipment shall be set up on another structure and cleaning again attempted. If

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successful cleaning still cannot be performed or the equipment fails to traverse the entire line section, it will be assumed that a major blockage exists and the cleaning effort shall be delayed. The Contractor will notify the City of such an obstruction immediately, so the City can promptly respond with an emergency repair.

Payment will be made for all cleaning at the unit prices proposed for the various pipe sizes as listed. Cleaning of structures (manholes, catch basins, inlets, etc.) will be incidental to the cleaning of adjacent pipes.

Prices shall include mobilization from site to site, accessing and locating the storm drainage system, restoration of disturbed areas and providing traffic control measures.

The Contractor shall use care in performing cleaning operations to avoid damaging existing structures. If in the event of performing cleaning operations, damage occurs to any part of the storm drainage system, the Contractor shall notify the City immediately. The Contractor shall be responsible for repairs and/or the costs of repairs for any damage to the storm drainage pipeline, inverts, structures or other fixture due to carelessness or negligence of the Contractor.

During storm drainage cleaning operations, satisfactory precautions shall be taken by the Contractor in the use of cleaning equipment to ensure that no damage occurs to public or private property. When using hydraulically propelled cleaning tools (which depend upon water pressure to provide their force) precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property. The Contractor shall not obstruct the Georgetown Fire Department's use of fire hydrants at any time.

The Contractor will be responsible for damages caused by non-performance or negligent performance of the Services described. If costs are to be paid by the Contractor for damage to storm drainage lines, the cost of repair charged to the Contractor shall be the City's cost to make the necessary repairs with their own crews or by other City-designated contractors.

If the Contractor discovers a break in a storm drainage pipe or damaged structure, the Contractor must notify the City immediately so the City can promptly respond with an emergency repair. The City shall determine who shall make the repair(s) if damage occurs. The City shall have the first right of refusal to fix damaged storm drainage pipes and structures.

If the Contractor observes any fluid that does not clearly resemble stormwater (Illicit Discharge) in terms of color, foaming, viscosity, etc. the Contractor will immediately notify the City so the City can promptly respond and determine the source of the illicit discharge.

**CONTRACTOR'S EXPERIENCE, EQUIPMENT AND QUALIFICATIONS**

The Contractor shall have a minimum of 5 years of experience in the municipal storm sewer infrastructure cleaning business. In addition, the Contractor must provide

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resumes for the project supervisory personnel and documentation regarding individual licenses, certifications, and training documentation. The Contractor must also provide a detailed explanation regarding any past failures to complete a contract or project.

Proof of ownership of cleaning units will be required. Cleaning equipment shall be capable of cleaning lengths up to 300 feet with vehicular access to one structure only.

**CLEANING EQUIPMENT**

The following storm drainage cleaning equipment is required to be available for use:

1. High Velocity Jet (Hydro Cleaning) Equipment

All high velocity storm drainage cleaning equipment shall have a selection of two or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. The equipment shall carry its own water tank, pumps, and hydraulically driven hose reel. High velocity jetting equipment must be adjustable and capable of producing a minimum of 80 GPM but preferably up to 120 GPM. Individual trucks shall be fitted with appropriate nozzle setting based on capability of other in order to ensure greater efficiency. The Contractor shall supply documentation of their equipment's capabilities with their qualifications package.

2. Root Removal Equipment

Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of a packer or could prevent the proper application of chemical sealants shall be removed.

Procedures may include the use of mechanical equipment such as rodding machines, winches using roots cutters and porcupines, and equipment such as high-velocity cleaners. Chemical root treatment may not be used. The City will evaluate the need for additional root removal upon completion of preliminary cleaning and may direct additional root removal if indicated by examination of line conditions.

**REPORTING**

The Contractor shall CCTV all pipe segments cleaned. The reporting criteria for cleaning are included in the Project Specifications for CCTV Inspections below.

**DISPOSAL OF CLEANING DEBRIS**

During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. The Contractor shall dispose of all refuse resulting from the work and any other residue remaining from the cleaning operations, and shall leave the entire site of the work in a neat and orderly condition.

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The Contractor is responsible for disposal of all spoiled materials in compliance with local and state environmental regulations and requirements. The City will not be responsible for any fines or penalties associated with illegal disposal of waste material from the construction site.

**WATER SUPPLY**

The Contractor is responsible for providing water to be used for stormwater infrastructure cleaning. If the Contractor intends on using fire hydrants which are owned and operated by Georgetown Municipal Water and Sewer Service (GMWSS), the Contractor must obtain any necessary permits from GMWSS. The Contractor must adhere to all requirements for connections to GMWSS operated fire hydrants and may only connect to hydrants which are approved by GMWSS. All water costs are to be incidental to the unit costs for pipe cleaning and CCTV, and will not be a separate pay item.

The Contractor shall be responsible to GMWSS for any damage caused by improper operation of hydrants. The Contractor is responsible for meeting all GMWSS requirements whether listed herein or not.



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**PROJECT SPECIFICATIONS - INSPECTIONS**

**GENERAL**

This contract includes, but is not limited to, providing closed-circuit televising (CCTV) video inspection for all storm drainage system pipes and structures cleaned for the purpose of assessing pipe and structure conditions at various unspecified locations on an as needed basis.

Under normal conditions, the Contractor shall be available to begin work within 48 hours of being notified by the City unless otherwise approved by the City.

In emergency situations, the Contractor shall respond to all calls within 24 hours unless noted otherwise.

The Contractor shall provide the City with documentation describing the condition of the pipe and structures, noting any problems upon completion of the video inspections.

Mobile vehicles used to perform video inspections will be equipped with a viewable monitor for City use to observe inspections while on-site.

**CONTRACTOR'S EXPERIENCE, EQUIPMENT AND QUALIFICATIONS**

The Contractor shall have a minimum of 5 years of experience in the municipal sewer infrastructure closed-circuit televising (CCTV) business. In addition, the Contractor must provide resumes for the project supervisory personnel and documentation regarding individual licenses, certifications, and training documentation. Contractor personnel shall have a minimum of three years of experience using National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP) coding criteria. All CCTV operators shall have current NASSCO PACP and MACP certifications. CCTV software shall be NASSCO PACP certified.

The Contractor must also provide a detailed explanation regarding any past failures to complete a contract or project.

**CCTV DIGITAL VIDEO INSPECTIONS**

The Contractor shall perform all CCTV inspections in accordance with NASSCO's PACP and MACP.

The camera equipment used for the CCTV inspections shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be a color, pan, tilt and zoom camera. Video inspections not meeting the City's satisfaction shall be re-inspected by the Contractor at no additional cost to the City. Reasons to reject the video inspection could include pipes deemed not completely cleaned and subpar video documentation. This subpar video documentation could include blank screens, lack of sufficient light, and not meeting PACP inspection criteria.

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The Contractor shall televise the storm sewer and shall inspect the upstream and downstream manholes / structures and document all observations. If a blockage cannot be removed and hampers the video taping of the sewer in one direction, the Contractor shall attempt to complete the pipe by televising from the other manhole to completion the section. This reversal must immediately follow the initial direction on the same survey and report. The Contractor must immediately report the obstruction to the City.

Cameras shall move through the main pipes via self-powered tractor assemblies. The tractor assemblies used for the inspections shall be the appropriate size assembly for the pipe being inspected according to the manufacturer of the television equipment. Articulated cameras shall be used on pipe systems with bends that do not lend themselves to inspection by standard cameras.

The camera shall move through the storm pipe in either direction at a uniform rate slow enough to inspect each pipe joint, tee connection, structural deterioration, and deposits, but should not at any time be faster than 30 feet per minute. The camera shall be stopped at major and minor defects and connections and shall be panned, tilted, zoomed and rotated to fully view the defects and connections. All such inspections shall be documented on computer-generated logs.

The recorded video must show the entire circumference of the pipe. Any flow control needed shall be incidental to the contract. It is recommended the Contractor wait for the stormwater runoff to clear the drainage system after a rain event to begin or restart the CCTV work. The Contractor will not be paid for down time during a rain event, and immediately thereafter.

If the Contractor's television equipment becomes lodged in the pipe being inspected during the work, the Contractor shall be responsible for removing the equipment, including excavation of the pipe, and paying all costs associated with the removal unless otherwise agreed to be paid by the City (for example, if the equipment is hung up in pipe with major structural damage that warrants being repaired, the City may agree to pay for the removal of the equipment.

The inspections shall begin at the center of the structure, shall clearly show the pipe connection of the pipe to be inspected at the structure, and shall pan and tilt around the structure to provide a clear view of the structure and all pipe connections. At every downstream structure, the camera shall be panned and tilted within the structure to provide a clear view of the structure and all pipe connections.

The television inspection shall include video documentation and computer generated logs to document the inspection. The camera shall be panned, tilted and rotated at any defects and at connections for a complete video documentation. Footages and locations of any defects and connections shall be displayed and documented on the video.

If the Contractor observes any fluid that does not clearly resemble stormwater (Illicit Discharge) in terms of color, foaming, viscosity, etc.; the Contractor will immediately

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notify the City so the City can promptly respond and determine the source of the illicit discharge.

**LASER INSPECTIONS**

Laser scanning techniques are generally used to further define the internal surface condition and profile of a pipe. Laser inspection techniques may be helpful to the City in situations where the City needs to determine the remaining useful life of sewers that are showing extensive deterioration and / or deflection.

It is not anticipated that laser inspections will be needed extensively on this project. The City is hopeful that the Contractor can provide this additional service as needed, but the City is not requiring the Contractor to provide this service. Therefore, this is an optional service.

The Contractor should recommend laser inspections to the City if the Contractor believes the additional inspection information can help the City with rehabilitation / replacement decisions. The additional inspections will occur as follow-on inspections to the standard pipe cleaning and CCTV work, only upon written authorization by the City.

**REPORTING AND DIGITAL VIDEO FORMAT**

The Contractor shall provide the City with an electronic (PDF) report describing the condition of the pipe, noting any problems, and shall also provide 1 (one) copy of the recorded closed-circuit television (CCTV) on digital video disc (DVD) format upon completion of the video inspection. The PDF report generated by the video files can be included on the same DVD as the video inspection files.

The video portion of the digital recording shall be free of electrical interference and shall produce a clear and stable image. Each video shall include an audio and text display. Each inspection start shall include the audio and text display of section details including at a minimum (the PDF report shall contain all the following information as well):

- Date of inspection
- City Name
- Project Name
- Contractor Name
- Inspector Name
- Street Name and Address
- Date and time of inspection
- Identification numbers of the starting and ending manholes / structures
- Pipe Length
- Pipe Material
- Pipe Diameter size
- Direction of video with respect to flow
- Weather
- Flow Level (preferably no flow)

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A constant display of the date, upstream and downstream structure identification numbers, and distance shall appear on the screen. As an observation and/or defect is noted by the inspector, a text display shall appear with the text describing the observation and/or defect. Text shall be displayed for a minimum of 4 seconds. Important features to be identified by audio and text include structural defects, maintenance problems, roots, infiltration, inflow sources, etc. Inspection lengths must be within 2 feet of the measured linear footage along the centerline of the pipe, between structures.

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**SPECIAL PROVISION - PAY ITEM DESCRIPTIONS**

**GENERAL**

Pay items have been set up in the Proposal for all work that is permanent and measurable. The Proposal for the pay item shall include the cost of all new material, labor, equipment, taxes, and all else required to complete that pay item as specified.

All measurements shall be as specified or made by conventional means with accuracies consistent with field conditions and common practice. Should a discrepancy in measurement exist which is greater than ten percent (10%), the item in question shall be measured by both the Contractor and the City for verification. Measurements for payments shall be based on the following schedule:

**SP-1: STORM DRAINAGE PIPE CLEANING AND TELEVISIONING**

This item includes furnishing all new materials, equipment, and labor required to clean storm drainage pipes, including CCTV inspections of the pipes, and fully restoring disturbed areas, as specified. Cleaning of the attached storm structures, the water required for cleaning the pipes, and disposing of the spoils is incidental to this pay item.

Storm drainage pipe cleaning and CCTV work shall be paid for at the unit price proposed per linear foot of each pipe size category. Measurement of the actual number of feet cleaned shall be made from the center of the storm structures.

**SP-2: STORM DRAINAGE PIPE HEAVY CLEANING AND TELEVISIONING**

If it is determined that a pipe is more than 50% blocked, the Pipe Heavy Cleaning contingency unit price shall be used. Contractor shall provide the City with visual verification and must receive written notification from the City prior to billing for this contingency. The City anticipates a very low percentage of existing storm sewer pipes will require heavy cleaning.

This item includes furnishing all new materials, equipment, and labor required to clean storm drainage pipes, including CCTV inspections of the pipes, and fully restoring disturbed areas, as specified. Cleaning of the attached storm structures, the water required for cleaning the pipes, and disposing of the spoils is incidental to this pay item.

Storm drainage pipe cleaning and CCTV work shall be paid for at the unit price proposed per linear foot of each pipe size category. Measurement of the actual number of feet cleaned shall be made from the center of the storm structures.

**SP-3: STORM DRAINAGE PIPE LASER INSPECTIONS (OPTIONAL)**

If it is determined that a laser inspection is necessary for a pipe, the Pipe Laser Inspections contingency unit price shall be used. Contractor shall provide the City with a recommendation for the laser inspection, and must receive written notification from the City prior to billing for this contingency. The City anticipates a very low percentage of existing storm sewer pipes will require laser inspections.

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This item includes furnishing all new materials, equipment, and labor required to perform laser inspections of the pipes, and fully restoring disturbed areas, as specified. Cleaning of the pipes is not included. Cleaning will be performed as part of SP-1 or SP-2.

Laser inspection work shall be paid for at the unit price proposed per linear foot of each pipe size category. Measurement of the actual number of feet cleaned shall be made from the center of the storm structures.

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SUBMISSION REQUIREMENTS

Proposers shall include their qualifications using the following format:

- 1. Cover Page** with firm's name, address and telephone numbers.
- 2. Cover Letter** which includes a summary of the Proposer's ability to perform the services and enter into a contract with the City. The cover letter must be signed by a person having the authority to commit the agency to a contract.
- 3. Firm Qualifications and Experience**
  - a. Provide a brief history of your firm, including organizations of the firm and any mergers and acquisitions.
  - b. Describe the experience of your firm in providing public sector stormwater pipe cleaning and closed-circuit televising (CCTV) capabilities.
  - c. Identify the location of the base offices for the individuals who will be assigned to the City.
  - d. Provide three (3) municipal references for which your firm has performed similar implementations and/or are currently using your services (located within the State of Kentucky is preferred).
- 4. Staff Qualifications and Experience**
  - a. Provide information identifying principal staff members including and Sub-Consultants that will be directly involved in the project. Provide information including relevant experience and education in providing the required services.
- 5. Scope of Services**
  - a. Proposer shall state within their proposal how their software meets the requirements stated in the Specifications section below.
  - b. Consultant shall also provide or highlight any additional features and/or functionality of their software, not specifically mentioned in this RFP, while describing how it can be used to meet the City's goals.
- 6. Cost** – Contractor shall provide a fee proposal for the following items as listed in the Proposer Response Form:
  - a. Unit price per linear foot for cleaning and CCTV work for various diameter stormwater sewer pipes.
  - b. Unit price per linear foot for heavy cleaning and CCTV work for various diameter stormwater sewer pipes.
  - c. Unit price per linear foot for laser inspection for various diameter stormwater sewer pipes. This is an optional service.
- 7. Additional Requested Information**
  - a. Please disclose any criminal investigation, indictment, prosecution, or other proceeding that has been brought against your firm within the last ten (10) years (provide attachment if necessary). Also describe any civil litigation pending or concluded within the last five years against your firm that may

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- impair the firm's ability to provide the requested services (provide attachment if necessary).
- b. Disclose any potential conflicts of interest with representing the City of Georgetown for the requested services, including any potential conflicts of interest of employees assigned to this project. The City of Georgetown reserves the unqualified right to disqualify a firm or cancel any contract for any potential conflict of interest issues raised initially and/or during the contract period.
- 8.** Current W-9.



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PROPOSER RESPONSE FORM

PROPOSAL AMOUNT:        \$ \_\_\_\_\_

NAME OF FIRM:            \_\_\_\_\_

ADDRESS:                \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME (Type or Print):    \_\_\_\_\_

TELEPHONE:              \_\_\_\_\_

EMAIL:                    \_\_\_\_\_

\* Authorized Signature: \_\_\_\_\_

Date:                      \_\_\_\_\_

\* Signature certifies the proposed solution and services meet all requirements outlined in this proposal and the vendor will comply with all specified requirements unless exceptions are noted below.

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Proposer Acknowledges receipt of Addendum as noted: (mark N/A if none)

# \_\_\_\_\_ Dated \_\_\_\_\_

# \_\_\_\_\_ Dated \_\_\_\_\_

# \_\_\_\_\_ Dated \_\_\_\_\_

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Sub-Contractor / Supplier	Contract Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Check here \_\_\_\_\_ and attach additional sheet for additional Sub-Contractors / Suppliers.

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**SP-1: PROPOSAL AMOUNTS FOR CLEANING PIPE AND CCTV** (Fill out both the Unit Price and Weighted Unit Cost Columns):

<b>Unit</b>	<b>Diameter</b>	<b>Unit Price</b>	<b>City Proportion*</b>	<b>Weighted Unit Cost</b>	
LF	12"-21"		x 0.56	=	
LF	24"-30"		x 0.34	=	
LF	36"-42"		x 0.06	=	
LF	48"-54"		x 0.02	=	
LF	60"-72"		x 0.01	=	
<b>Weighted Total Unit Cost</b>				=	

\*Note: The City proportions are based on an estimate of the overall storm drainage system. The actual proportions of pipes for the overall drainage system and for each individual year may vary greatly.

**SP-2: PROPOSAL AMOUNTS FOR HEAVY PIPE CLEANING AND CCTV** (Fill out the Unit Price Column):

<b>Unit</b>	<b>Diameter</b>	<b>Unit Price</b>
LF	12"-21"	
LF	24"-30"	
LF	36"-42"	
LF	48"-54"	
LF	60"-72"	

\*Note: The City anticipates a very low percentage of existing storm sewer pipes will require heavy cleaning.

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**SP-3: PROPOSAL AMOUNTS FOR LASER INSPECTIONS (OPTIONAL)** (Fill out the Unit Price Column): This is an additional service the Contractor may provide, but it is not required for the Proposal.

<b>Unit</b>	<b>Diameter</b>	<b>Unit Price</b>
LF	12"-21"	
LF	24"-30"	
LF	36"-42"	
LF	48"-54"	
LF	60"-72"	

\*Note: The City anticipates a very low percentage of existing storm sewer pipes will require laser inspections.



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AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual or the authorized representative of \_\_\_\_\_ (hereinafter referred to as "Proposer"), and is authorized to submit the Proposal Response Form, equal opportunity agreement and Vendor's Statement Pursuant to KRS 45A.343 attached hereto and incorporated herein by reference.
2. Proposer will pay all taxes and fees, which are owed to the City of Georgetown at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a City of Georgetown business license, if applicable, prior to award of the contract.
4. Proposer authorizes the City of Georgetown to verify the above-mentioned information with the Division of Revenue and to disclose that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 2 of the City of Georgetown Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_  
Affiant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by vendor and sub-vendor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:  
    The Vendor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by vendors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
    The Secretary of Labor may investigate the employment practices of any Government vendor or sub-vendor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

\*\*\*\*\*

The City of Georgetown practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the vendors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Proposers

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Firm

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VENDOR'S STATEMENT PURSUANT TO KRS 45A.343

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460 – Effect of Adoption – Contracts are required to mandate revealing of violations of and compliance with specified KRS chapters – Effect of nondisclosure or noncompliance. (KRS 136 – Corporate taxes; KRS 139 – Sales & use taxes; KRS 141 – Income taxes; KRS 337 – Wage and hour; KRS 338 – Occupational safety; KRS 341 – Unemployment; KRS 342 – Workers Comp.)

The undersigned, as a duly authorized officer of \_\_\_\_\_ pursuant to KRS 45A.343 states;

1. To the best of my knowledge, information and belief, \_\_\_\_\_ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period preceding this statement.

2. \_\_\_\_\_ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to it for the duration of the Contract to be entered into with the City of Georgetown, Kentucky.

3. \_\_\_\_\_ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for The City of Georgetown, Kentucky to:

- a) Cancel its contract with \_\_\_\_\_, and
- b) Disqualify \_\_\_\_\_ from eligibility for future contracts awarded by The City of Georgetown for a period of two years.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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CHECKLIST FOR REQUIREMENTS

\*\*Initial "\_\_\_\_\_" for all below as indicated or bid may be rejected.\*\*

- \_\_\_\_\_ Proposer received and understands the Request for Proposals Package and Specifications.
- \_\_\_\_\_ Cover Page attached.
- \_\_\_\_\_ Cover Letter attached.
- \_\_\_\_\_ Qualifications, Experience, and References attached.
- \_\_\_\_\_ Scope of Services.
- \_\_\_\_\_ Unit Price Fee Proposals attached.
- \_\_\_\_\_ Additional Requested Information attached (IF APPLICABLE).
- \_\_\_\_\_ Current W-9 attached.
- \_\_\_\_\_ PROPOSER RESPONSE FORM completed and attached.
- \_\_\_\_\_ EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS completed and attached (IF APPLICABLE).
- \_\_\_\_\_ AFFIDAVIT signed and attached.
- \_\_\_\_\_ EQUAL EMPLOYMENT AGREEMENT signed and attached.
- \_\_\_\_\_ VENDOR'S STATEMENT PURSUANT TO KRS 45A.343 signed and attached.