



Boone County, Kentucky

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BID # BCFY22-22

# BASEBALL FIELD BACKSTOP SAFETY SYSTEM

ACCEPTANCE DATE: **Prior to 2:00 p.m., November 2, 2021 “Local time”**

ACCEPTANCE  
PLACE

Boone County Fiscal Court  
2950 Washington Street  
PO Box 960  
Finance Department  
2<sup>nd</sup> Floor Administration Building  
Burlington, Kentucky 41005

Requests for information related to this Invitation should be directed to:

David Whitehouse, CPRP  
Director of Parks & Recreation  
(859)334-2133  
E-mail address: [dwhitehouse@boonecountyky.org](mailto:dwhitehouse@boonecountyky.org)

Issue Date: October 21, 2021

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT OUR OFFICE AS SOON AS POSSIBLE.

### **NOTICE**

The Boone County Fiscal Court will receive sealed bids in the Finance Department, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, **until 2:00 p.m. (local time), November 2, 2021 for Baseball Field Backstop Safety System at Central Park Field #4 for the Boone County Fiscal Court.** Bids will be opened and publicly read aloud at that time in the Fiscal Courtroom, First Floor, Administration Building. Late, electronically submitted or facsimile bids will not be accepted.

**BID ENVELOPE MUST BE LABELED: "SEALED BID: Baseball Field Backstop Safety System-BCFY22-22."** Envelopes must also be labeled with the name and address of the vendor submitting the bid.

Specifications may be obtained in the Finance Department, 2950 Washington St, Second Floor, Administration Building, 2950 Washington Street, Burlington, KY 41005 or by visiting our website at [www.boonecountyky.org/publicnotices](http://www.boonecountyky.org/publicnotices)

Boone County reserves the right to reject any and all bids, to waive any informalities and to negotiate for the modifications of any bid or to accept that bid which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such bid may not, on its face, appear to be the lowest and best price. No bid may be withdrawn for a period of thirty (30) days after scheduled time of receipt of bids.

### **INTENT**

Whenever a specific "Brand Name" is used in these specifications, it is used for descriptive purposes only. Whenever or where the Bidder takes exceptions to the Specifications, such exceptions shall be listed on the "Exception Sheet" of these specifications and signed by the Bidder. The Bidder must use the attached Bid Form as no other form will be accepted. The Bidder shall also attach to the Bid Form, descriptive information and literature showing the items on which the Bid was based. The Boone County Fiscal Court shall be the sole judge of whether a Bid meets the intent of these specifications.

### **KENTUCKY PREFERENCE LAW**

The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. \*Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

## **SPECIFICATIONS**

### **1. GENERAL INFORMATION**

Boone County, Kentucky, herein referred to as the “**County**”, invites the submittal of sealed bids from qualified firms/contractors that can **build and install a baseball field backstop safety system for Central Park Field #4.**

### **2. SPECIFICATIONS**

The services desired are set forth in this Invitation to Bid. Representatives of the County will review the submitted bids of each party. The County reserves the right to amend the specifications. Addenda will be available on the County website. Obtaining addenda is the responsibility of the offering party, not the County.

### **3. 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.

### **4. QUALIFICATIONS**

All interested parties must possess all federal, state and/or local qualifications/licenses to provide services in Boone County and the Commonwealth of Kentucky.

### **5. INSURANCE**

Bidder is required to maintain insurance coverage as follows (applicable for vendors working on Boone County’s Projects on Property owned by the County of Boone or one of its related entities):

<b>Coverage</b>	<b>Minimum Limits of Liability, Terms and Coverage</b>
Commercial General Liability	<ul style="list-style-type: none"> <li>• \$500,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations</li> <li>• \$2,500,000 products/completed operations, independent Contractor’s liability, contractual liability, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities, commonly known as XCU</li> <li>• \$2,500,000 general annual aggregate</li> </ul>
Auto Liability Insurance	\$500,000 each person, bodily injury and property damage, including owned, non- owned and hired auto liability
Workers’ Compensation	Statutory Limitations

Employer's Liability	<ul style="list-style-type: none"> <li>• \$500,000 bodily injury by accident, each accident</li> <li>• \$500,000 bodily injury by disease, each employee</li> <li>• \$500,000 bodily injury by disease, policy aggregate</li> </ul>
Umbrella/Excess Liability	<ul style="list-style-type: none"> <li>• \$2,500,000 each occurrence and annual aggregate</li> <li>• Underlying coverage shall include General Liability, Auto Liability, and Employer's Liability</li> <li>• \$500,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to the Contract</li> </ul>
Property	<p>The Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by the Contractor in the performance of services under the Contract. The County shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services under the Contract.</p>

Proof of insurance shall be furnished to the County with bid submission. Certificate of insurance naming Boone County Fiscal Court as additionally insured shall be furnished within fifteen (15) days of contract execution and before the successful vendor can commence the project.

**6. SCOPE OF WORK**

The County seeks to contract with a firm that can build and install a baseball field backstop safety system for Central Park field #4 based on the specifications in Section 11 below.

**7. PROPOSED SCHEDULE**

The County would like to move quickly in selection of a firm to begin the process. The selected firm should be prepared to begin work immediately after a contract is signed with the goal of completing work on an aggressive schedule with a goal of implementation and project completion by **April 1, 2022**. This anticipated schedule is negotiable with justification from the contractor.

**8. EXPERIENCE AND QUALIFICATIONS**

The County is seeking a contractor/ firm that can demonstrate the following list of required qualifications:

- A. Must meet all of the requirements to conduct business in Boone County and the Commonwealth of Kentucky;
- B. Must provide a minimum of three (3) professional references.
- C. Must meet all other requirements as outlined in this BID.

If applicable, the firm should provide a list of potential conflicts of interests due to personal interests or work done for others.

**9. BID INQUIRIES**

Inquiries/Questions regarding this BID should be posed in writing no later than 4:00 PM on October 28, 2021 and be directed to David Whitehouse at [dwhitehouse@boonecountyky.org](mailto:dwhitehouse@boonecountyky.org).

Answers will be provided as an addendum by 4:00 PM on October 29, 2021 on the county's website at [www.boonecountyky.org/publicnotices](http://www.boonecountyky.org/publicnotices)

## **10. PROJECT AWARD**

The County reserves the right to evaluate all submitted bids and to award the project to the submission deemed to be in the best interest of the county.

The County may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this Invitation to Bid; postpone or cancel at any time the bid process; waive any informalities of or irregularities in the process; negotiate with any party or request additional information if it so desires.

Bids that are not submitted on time and/or do not conform to the County's requirements will not be considered. The County may determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this bid. In all cases, the County shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

The County will allow a bidder's representative bearing proper authorization and identification to sign for, receive, and withdraw the bidder's unopened bid prior to submission deadline. A firm wishing to modify their bid may do so by withdrawing the initial submission and then submitting a modified bid prior to the deadline. Neither the staff nor the facilities of the County will be available to assist a bidder desiring to make modifications. It will be the bidder's responsibility to make all modifications. The County may conduct discussions with persons submitting the bid for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

The County will use the requirements set forth in the BID as the basis for bid evaluation. The County will enter into contract preparation activities with the bidder after identification of the responsible institution(s) or whose bid appears to be most advantageous to the County. The County reserves the right to cease all contract preparation activities at any time and reject all bids if such action is determined to be in the best interest of the County.

## **11. SPECIFICATIONS FOR BASEBALL FIELD SAFETY SYSTEM**

### **PART 1 – GENERAL**

The work described herein shall consist of purchase, build and installation of a Baseball Field Backstop System for Central Park Field #4. This will include the furnishing a design that includes the cost of construction of:

#### 1) SCOPE

- a. Specifications should include but are not limited to:
  - i. Install 108' of new backstop material.
  - ii. Backstop total height will be approximately 36' high.
  - iii. The sections of the backstop will be 6-gauge wire if chain link.
  - iv. Due to the overall height of the backstop, 4" terminal posts with 1-5/8" rails, Schedule 40 (chain link).
  - v. All posts will be set in concrete.
  - vi. The dimension of the backstop will be (two) 2-43' wings and (one) 1-22' center section.
  - vii. Color should be black.

viii. All materials must be of commercial grade.

- b. Plans for Site and Facility Construction submitted are the responsibility of the contractor.
- c. Building Permits, Site Review Fees are to be paid by the County.
- d. Proof of insurance that meets the minimum requirements listed in Section 5 Insurance section of this specification document.
- e. All materials furnished under this contract shall be of good quality and workmanship.
- f. Site work for construction of the addition is the responsibility of the contractor.
- g. The successful contractor will be required to obtain a Boone County Occupational License prior to beginning work on the project.
- h. The successful proposal/contractor will be required to enter into a Standard AIA Contract for Design/Build Projects with the Boone County Fiscal Court.

2) DELIVERY AND CONSTRUCTION

- a. The structure and all related materials furnished by the successful contractor shall be delivered to and assembled at the site specified and per the approved plans.
- b. The contractor shall be responsible for the safe unloading and storage of all project related materials.
- c. The contractor shall be responsible for the safe keeping and storage of all equipment and tools brought onto the County's property as part of this project.
- d. The contractor shall be responsible for the clean-up of all debris at the site of construction.

**EXCEPTION TO SPECIFICATIONS**

Exceptions to the specifications or failure to submit the requested information in this specification may be considered cause for the rejection of the bid. List exceptions below.

1)

2)

3)

4)

5)

6)

7)

8)

9)

10)

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Signature required if exceptions are noted.

## BID FORM

In compliance with this Bid and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

The cost to include labor, supplies, building and installation of a Baseball Field Backstop Safety System for Central Park Field #4, per the specifications described herein, for the lump sum of:

\$ \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. I hereby certify that I am authorized to sign this bid for the bidder.

**NAME OF BIDDER:** \_\_\_\_\_

**DATE :** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**FEDERAL ID #:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**OFFICIAL TITLE:** \_\_\_\_\_

**PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_**



## **KENTUCKY PREFERENCE LAWS**

The scoring of proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

**\*Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.**

### **Reciprocal preference for Kentucky resident bidders**

#### **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

#### **KRS 45A.492 Legislative declarations.**

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

#### **KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

**Determining the residency of a bidder for purposes of applying a reciprocal preference**

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a proposer's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

**Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder-affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS (Not Required unless claiming Resident Bidder Status)**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- Is authorized to transact business in the Commonwealth;
- Has for one year prior to and through the date of advertisement
- Filed Kentucky income taxes;
- Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
- Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a proposer's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____ Signature	_____ Printed Name
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_____ Title	_____ Date
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Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_

(Affiant)                      \_\_\_\_\_

(Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]    My commission expires: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS**

**(Not Required Unless Claiming Qualified Bidder Status)**

**FOR BIDS AND CONTRACTS IN GENERAL:**

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

\_\_\_\_\_ A nonprofit corporation that furthers the purposes of KRS Chapter 163

\_\_\_\_\_ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a proposer's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by \_\_\_\_\_ (Affiant) \_\_\_\_\_ (Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary] My commission expires: \_\_\_\_\_