



**Bid Document  
for**

**PURCHASE OF SCREENED TOPSOIL**

**OPENING DATE:**

**September 3, 2019**

**TIME:**

**2:00 PM LOCAL TIME**

**Purchasing Department**

**Barry Pickett, Buyer I**

**Date of Issue: August 16, 2019**

**TABLE OF CONTENTS**

Invitation to Bid..... 3

Check List for Invitation to Bid (ITB): ..... 4

Instructions ..... 5

Equal Opportunity Employment Reporting Requirement ..... 11

MSD’s Code of Conduct ..... 13

Buy American Policy..... 15

Reciprocal Resident Bidder Preference ..... 16

Resident Bidder Preference Certification Affidavit ..... 17

Terms and Conditions ..... 18

Specifications ..... 24

Conformance to Performance Specifications ..... 28

Proposal ..... 29

References ..... 33

Company Profile..... 34



**INVITATION TO BID**

Sealed proposals will be received at the office of the Louisville and Jefferson County Metropolitan Sewer District until **2:00 PM, local time, September 3, 2019** for the following:

**PURCHASE OF SCREENED TOPSOIL**

Proposal forms, including Specifications and Instructions for Bidders, may be obtained from MSD's Internet web site at the following address: <http://www.msdbids.com>

LOUISVILLE & JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT

RENE' LINDSAY  
ONE WATER CHIEF PROCUREMENT OFFICER

**CHECK LIST FOR INVITATION TO BID (ITB):**

This form must be included with bid, please check off each item as it applies.

- Proposal Page (signed & notarized)
- Resident Bidder Affidavit (signed & notarized)
- Company Profile Form
- Conformance To Specifications
- Kentucky Secretary of State Number
- Certificate of Insurance
- Company Line Card ( if applicable)
- Reference Sheet (if applicable)
- Addendum (if applicable)

**INSTRUCTIONS**

1. **PROPOSAL DATE** – Proposals will be received at the office of the Louisville and Jefferson County Metropolitan Sewer District, First Floor, Metropolitan Sewer District Building, 700 West Liberty Street, Louisville, Kentucky 40203, until the day and hour stipulated in the Invitation to Bid, at which time all Proposals will be publicly opened and read aloud. Any Proposal received after the day and hour stipulated will be returned to the Bidder unopened.
2. **PROPOSAL SUBMITTAL** – Proposals submitted for consideration shall be placed inside an envelope, sealed, and the outside marked as follows:

**PURCHASE OF SCREENED TOPSOIL**

**BID FOR  
LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT  
ATTENTION: BARRY PICKETT**

If hand delivered, Proposals **MUST** be deposited in the bid box labeled “**Bids –Purchasing**”. The bid box is located immediately inside the front doors of MSD's Main Office Building, 700 West Liberty Street, Louisville, Kentucky 40203. Bids must be deposited on or before the date and time stipulated above. Failure to do this will result in your Proposal being returned to you unopened. If the Bid is delivered by a carrier (Federal Express, UPS, etc.), the carrier envelope must also be marked as noted above. Bids shall **not** be submitted electronically or via fax.

3. **SPECIFICATIONS** – Proposals submitted by bidders shall be in strict compliance with the intent of the Specifications.
4. **PROPOSAL FORM** – Proposals for consideration are to be submitted by the Bidder on the forms provided. **All blank spaces contained on the Proposal page(s) shall be filled in with clear, legible figures (ink or typewritten) and the page is to be signed and notarized. Failure to do so shall result in rejection of the Proposal. No exceptions or added conditions will be allowed. Exceptions and/or added conditions on the Proposal page(s) will result in the rejection of the Bid.**
5. **EQUAL EMPLOYMENT OPPORTUNITY STATUS REPORT** – Pursuant to Executive Order 11246 as amended, reporting requirements are found in the attachment.
6. **CODE OF CONDUCT** – All successful bidders supplying goods, services, equipment, etc., to MSD must avoid situations which could be considered either a conflict of interest or detrimental to the

operation or reputation of MSD. Should MSD determine that a successful Bidder has participated in improper activities (see Code of Conduct attachment), disciplinary action may be taken.

7. **INFORMATION FORM, CATALOGUES, BROCHURES** – Bidders submitting a Proposal shall attach copies of catalogues, brochures, or other descriptive information indicating compliance with the Specifications.
8. **WITHDRAWAL OF PROPOSAL** – No Bidder will be permitted to withdraw his Proposal after the day and hour set for the opening of Proposals. A Bidder may withdraw his Proposal at any time prior to the day and hour set for the opening of Proposals, provided he has made proper identification of himself and his Proposal and submitted a written request for withdrawal to MSD's Purchasing Manager.
9. **REFUSAL OF BIDS** – MSD reserves the right to refuse or reject Bids from or award any additional commodities or services to any Bidder who is behind schedule on any work in progress or who fails to deliver acceptable product until such work or commodities are satisfactorily completed or to accept Bids from or award any work to any Bidder who has shown repeated inability to deliver or complete acceptable product or work on schedule or in an acceptable manner.
10. **TAXES** – In accordance with KRS 76.210, MSD is exempt from paying Kentucky Sales or Use Tax. Do not add Sales Tax to your total Bid price as a separate line item.

If this Bid is for the purchase and installation of materials or equipment, and if you are a Contractor as defined by 103 KAR 26:070, Section 2, and are required to pay Sales Tax on materials or equipment purchased by you from your suppliers, then the Sales Tax you have paid should be included as a part of your Bid price.

If this Bid is for the direct sale of materials or equipment to MSD, and if you are a retailer or hold a valid Resale Certificate from the State of Kentucky, then the Bid price should not include any Sales Tax.

11. **COOPERATIVE PURCHASING AGREEMENT** – The following entities may also purchase from this Bid: Louisville/Jefferson County Metropolitan Government, Louisville Water Company, Louisville Regional Airport Authority, University of Louisville, Jefferson County Public Schools a/k/a Jefferson County Board of Education and the Transit Authority of River City a/k/a TARC. Some of these entities may have adopted the Model Procurement Code or the Kentucky Bid Law. The Bidder will be required to meet any prequalification requirements of each entity. Bidder is required to enter into a separate agreement with each entity for any purchases by the other entities from this proposal.
12. **CONTRACT** – MSD's Purchase Order, when dated and executed by its Purchasing Manager, shall be construed as the entire contractual agreement between the parties and shall be deemed to include, by reference, the Invitation to Bid, Instructions to Bidders, Proposal, Terms and

Conditions, Specifications, and any duly authorized addenda issued by MSD. The Terms and Conditions attached herein are the Terms and Conditions found on the reverse of MSD's Purchase Order and are attached for your reference.

- 13. ADDENDA** – MSD reserves the right to change some aspect of the proposal and may issue addenda, amendments, or answers to written inquiries. All such addenda, amendments, or answers will be posted and issued and shall constitute a part of this RFP. Firms are encouraged to view the listed website regularly for any issued addenda, as it is the responsibility of the Firm to obtain the same and to acknowledge receipt of the same. Only questions answered by addenda will be binding.
- 14. DELIVERY TERMS** – All Bid prices shall be based on **FOB DELIVERED, FREIGHT PREPAID, Central Maint. Facility, 3050 Commerce Center Pl., Louisville, KY 40211.** Fuel surcharges are not allowed on this contract.
- 15. AWARD NOTIFICATION** – Bid results are not provided in response to telephone inquiries. A formal bid tabulation will be posted to MSD's website at ([www.msdbids.com/purchasing](http://www.msdbids.com/purchasing)) after MSD has taken official action. Bidders are not to call the Purchasing Department for a tabulation of bids. Any bidder challenging the award of a bid shall do so in writing within three (3) days of the contract award by MSD's Board.
- 16. PRE-AWARD CONTACT** – Except as may otherwise be provided under Special Provisions, prospective bidders shall have contact with MSD only through Barry Pickett at 502-540-6021, e-mail, [barry.pickett@louisville.org](mailto:barry.pickett@louisville.org) or **Mary Kirchner, Procurement Supervisor, (502) 540-6111**, e-mail [Mary.Kirchner@louisvillemsd.org](mailto:Mary.Kirchner@louisvillemsd.org) at 700 West Liberty Street, Louisville, KY 40203.
- 17. PAYMENT** – Payment will be made within 30 days after receipt of each invoice, but only after receipt, inspection and final approval of the merchandise by MSD.
- 18. FIRM PRICING** – Except as otherwise instructed, bid prices shall remain firm for the duration of each contract term.
- 19. SPECIAL PROVISIONS**
  - A. **Bid Award** - The Contract will be awarded on the basis of the **the lowest responsive, responsible bid.** MSD reserve the right to award multiple contracts as determined by MSD to be in its best interest. The bid award is subject to the approval of MSD's Executive Director. MSD reserves the right to reject any or all Bids or waive any informality in any Bid.
    - a. Bidders shall submit pricing for All ITEMS listed as identified on the **proposal page.** Failure to bid on all items or submit spreadsheet shall deem the vendor non-responsive

**FAILURE TO DO SO SHALL RESULT IN DISQUALIFICATION OF THE BID**

- B. **Submittal of Questions** - If any person contemplating the submission of a Proposal for the work is in doubt of the true meaning of any part of the Contract Document, a written request for an interpretation shall be submitted to **Barry Pickett**, at the Louisville and Jefferson County Metropolitan Sewer District, 700 W. Liberty Street, Louisville, KY 40203 or by e-mail at [barry.pickett@louisvillemsd.org](mailto:barry.pickett@louisvillemsd.org) , no later than **11:00 A.M**, local time on **Monday, August 26, 2019**. Questions received after that date may not be answered. Questions will be answered by Addenda. The person making the request will be responsible for its prompt delivery.
- C. **Hauling Requirements** – A tri-axle dump trunk is required for this service. The Supplier’s driver(s) servicing this contract shall have and maintain a valid Commercial Driver’s License and shall maintain proper insurance as required by this contract. (See insurance requirements on pages 20 & 21)
- D. **Delivery & Pickup** – In most cases the Supplier will deliver the product to the MSD Central Maintenance Facility (CMF) location at 3050 Commerce Center Place, Louisville, KY 40211. However, from time to time MSD may pick up the product from the Supplier’s location. **Supplier is required to provide pricing for all categories as listed on the Proposal Pages. MSD will not pick-up out of the State of Kentucky or more than 5 miles outside Jefferson County.** Bids received from contractors with no locations in Kentucky or within 5 miles of Jefferson County will be considered non-responsive.
- E. **Product Quality** - MSD will require a sample of the product and results of independent laboratory testing to determine quality. Samples shall be submitted for testing with the bid in a one (1) gallon container and clearly marked with the company name. Bids received without a sample or results, or with samples or results not meeting the specifications, described in the “Scope of Work, Sec 3” on page 24 of the proposal, will be considered non-responsive.
- F. **Warranty** - The Supplier warrants that all the goods and supplies under the contract shall fully comply with the technical specifications included in the contract. The Supplier warrants that all material furnished by the Supplier shall be new and of good quality.
- G. **Estimated Quantities** - The quantities that are listed on the proposal page are **estimates only**. The actual quantities ordered may be more, or less, than those listed.
- H. **Buy American** - All items on the bid must be marked to indicate whether they are American-made items by designating either "is or is not" defined as "Domestic Material and Supplies" when asked on the proposal page. (Please note MSD's Buy American" policy on page 15)
- I. **Items to be Bid** - Bidders are to bid only those items they normally sell in their usual business efforts. No one is to bid items that do not appear in their catalog, product line card or any other literature that is not part of their normal sales documentation. A valid copy of the



bidder's production line card is required with the submitted proposal. MSD reserves the right to verify the requirement if deemed necessary.

- J. **Unit of Measure** - All items must be priced according to the UOM shown on the bid. If the item(s) cannot be priced as the UOM shown, bidder must designate the UOM they intend to furnish for that item(s) on the proposal page.
- K. **Delivery** – The Supplier shall deliver the product to the designated MSD location as noted on page 7. Monday through Friday, between the hours of 8:00 A.M to 3:30 P.M.
- L. **Bid Submittal List** - Bidders **shall** submit (**1 original & 4 copies**) of the following **REQUIRED** documents:
1. Completed, **signed**, and **notarized** Proposal page ( Pages 30-31)
  2. Product Analyst Data Sheet
  3. Kentucky Secretary of State Organization Number. If exempt, please explain.
  4. Insurance Certificate with limits as noted in the Terms & Conditions beginning on page 20.
  5. Completed, **signed**, and **notarized** Resident Bidder Preference Certification Affidavit (Page 17).
  6. Conformance to Specifications (page 28)
  7. Company Profile (Page 34)
  8. Suppliers Pick Up Location(s) Site Listing (Page 32)
  9. Complete product line card or catalog. If the product line card or catalog is excluded, or if the items(s) listed on the proposal page are not included in the product line card or catalog, the bid may be found non-responsive.
  10. Reference Form found on (page 33). Respondent must provide no less than three (3) references representing similar services performed. The reference list must include name and address of client, name and telephone number of client contact, type and size of contract, client email address, and dollar value of contract. References must be documentable and traceable.
- M. **Qualification** - MSD reserves the right to determine if any bidder is not qualified to manage this contract from the information received from the references, investigation into financial stability, prior work experience with MSD, equipment availability, the Contractor Information Form and/or manpower resources, etc.
- N. **Contract usage** – There is no guarantee of usage, quantities ordered on an as needed basis.
- A. **Contract Term** - The term of the contract shall be for a period of **one (1) year** from the date of award and may be renewed by MSD for no more than **four (4) successive twelve month** periods as follows:

- a) MSD has the right, in its sole discretion and for whatever reason, to renew the contract by giving notice in writing to the Contractor by U.S. Mail, electronic mail, or facsimile not less than sixty (60) days in advance of the end of the twelve month contract period (“Notice of Renewal Letter”)
- b) Within fifteen (15) days of the date of the Notice of Renewal Letter by MSD, the Contractor must give notice to MSD, in writing by U.S. Mail, electronic mail, or facsimile to the MSD agent designated within this Contract to receive Notice, stating its acceptance to renew the Contract based upon the terms and conditions described herein. Renewal shall be only for a period of time not to exceed twelve months. The ability for the Parties to renew may only occur four (4) times after the initial twelve month period of the contract, unless terminated by MSD sooner.
- c) If the Contractor gives notice of acceptance of renewal of the contract under the provisions of this section and in such notice demands additional compensation for services to be rendered, MSD and the Contractor may negotiate to adjust the contract price once per year to account for changes in labor and material costs, provided, however, the adjusted contract price shall not exceed the following sum: the contract sum payable during the twelve month term immediately prior to the renewal term multiplied by the percentage change found in the annualized measurement of the U.S. Consumer Price Index (CPI) or Producer Price Index (PPI) as calculated by the Bureau of Labor Statistics for the twelve month annual period immediately preceding the year in which the renewal is negotiated. MSD has sole and exclusive authority to determine the price index to be used within the CPI or PPI and the calculation procedure, which necessarily includes choosing which of the categories and groupings of the indexes that are published monthly, will be used by MSD to calculate the price increase.
- d) If the Contractor fails to accept the renewal within fifteen (15) days of the date of the Notice of Renewal Letter as provided for in subsections (b) and (c) herein, MSD has the right, but not the obligation, to either renew this Contract for an additional twelve month term without any monetary adjustment to the base year contract sum or terminate this Contract and rebid said commodities, supplies and/or services that are the subject of this Contract.

**EQUAL OPPORTUNITY EMPLOYMENT REPORTING REQUIREMENT**

As a recipient of federal funds and in accordance with Executive Order 11246, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and their implementing regulations, MSD is including in all of its purchasing documents, including, but not limited to, bid specifications, purchase orders, etc., the following provisions:

During the performance of this Contract, the CONTRACTOR agrees as follows:

- 1. The CONTRACTOR AND SUBCONTRACTOR shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime and Subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**
2. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, physical or mental disability, or because the employee or applicant is a special disabled veteran, veteran of the Vietnam era, recently separated veteran or other protected veteran. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; job assignment; leave; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause, and to ensure that special disabled veterans are informed of the notices as required by the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (“VEVRAA”).
3. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, disability, veteran status or national origin.
4. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTORS' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. In addition, the CONTRACTOR will notify each labor organization or

representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of the VEVRAA and Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, other protected veterans, and qualified individuals with physical and mental disabilities.

5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, the VEVRAA, including all requirements set forth in the VEVRAA pertaining to the listing of employment openings existing at the time of and during this contract, all provisions of Section 503 of the Rehabilitation Act, and all provisions of the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to Executive Order 11246 and these Acts.
6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, the VEVRAA, and Section 503 of the Rehabilitation Act, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the CONTRACTORS' noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, the VEVRAA, and Section 503 of the Rehabilitation Act, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, the VEVRAA and Section 503 of the Rehabilitation Act, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
8. The CONTRACTOR will include the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, the VEVRAA and Section 503 of the Rehabilitation Act so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**MSD'S CODE OF CONDUCT**

The Contractor, Consultant, or Agent (hereinafter referred to as the Contractor) must avoid a situation which could be considered either a conflict of interest or detrimental to the operation or reputation of MSD. MSD may take disciplinary action, including termination of this Contract and/or disqualification of the party from further work with MSD, should MSD determine that the party has participated in such improper activities.

Improper activities include, but are not limited to, the following:

1. Offering gratuities, favors or anything of monetary value including, but not limited to: meals, drinks, gifts, or tickets, passes, or invitations to any entertainment, sporting or recreational event
  - a. To any firm or individual doing business with MSD, either by direct contract or indirectly through subcontracts; or firms or individuals who are prequalified for contract work with MSD under circumstances from which it could reasonably be inferred or the party involved believes that the purpose of the action is to influence the party in the performance of that party's duty to MSD; or
  - b. To any employee of MSD as employee is defined by the MSD Conflict of Interest policy under circumstances from which it could reasonably be inferred or the party involved believes that the purpose of the action is to influence the party in the performance of that party's duty to MSD.
2. Using the position of Contractor with MSD to coerce or attempt to coerce any firm or individual to take an action, perform a service, participate in the election campaign or the like under circumstances from which it could reasonably be inferred; or the party involved believes that the Contractor will reward or punish the party's action using MSD's resources.
3. Not informing MSD, from the time the Contractor is first considered by MSD for the potential award of a contract until all such considerations and contractual arrangements with MSD have elapsed, of the Contractor's knowledge of the following:
  - a. That an MSD, employee or agent, or members of their immediate families, or their partners, have a financial or other interest in the Contractor's firm or at least 5% ownership of equity; and
  - b. That the Contractor employs or is considering employment of any person described under 3a above.
  - c. That the Contractor has retained as a consultant or paid a commission to any person described under 3(a) above.

Improper activities shall not include:

1. The Contractor giving away insignificant items to MSD employees or firms and individuals doing business with MSD if the items have a value of \$10.00 or less and are clearly and strictly promotional/advertising of the Contractor; or
2. The Contractor holding receptions or parties for business clients including MSD employees or firms and individuals doing business with MSD at which food and beverages are consumed; or
3. The Contractor attending entertainment, sporting or recreational events with MSD employees or firms and individuals doing business with MSD if the Contractor does not provide meals, drinks, or tickets, passes, or invitations of a monetary value to the MSD employee or firm and individual doing business with MSD.

**The Contractor shall include this Code of Conduct in all subcontracts.**

**BUY AMERICAN POLICY**

MSD shall give preference to "Domestic Materials and Supplies" in the evaluation of this Bid, in conformance with MSD's Procurement Regulations, Section 4.12 "Buy American," as adopted by MSD's Board May 18, 1981, which reads as follows:

1. MSD shall include as a part of any Invitation for Bids or Request for Proposals for Supplies or Equipment, provisions giving preference to domestic materials and supplies.
2. "Domestic materials and supplies" shall mean manufactured and unmanufactured materials and supplies that have been mined, processed, produced, manufactured, or assembled in the United States.
3. "Non-domestic materials and supplies" shall mean materials and supplies other than domestic materials and supplies.
4. Domestic materials and supplies may be used in preference to non-domestic materials and supplies when the delivered price of domestic materials and supplies is no more than six percent (6%) higher than the Bid or offered price of the non-domestic materials and supplies, including all costs of delivery.
5. The Executive Director may waive the Buy American provision based upon those factors he considers relevant, including the following conditions:
  - a. When the additional cost to MSD is unreasonable.
  - b. When the materials and supplies are not reasonably available from a domestic source in sufficient commercial quantities of satisfactory quality.
  - c. When the parts or auxiliary equipment to be purchased must be compatible with existing MSD-owned equipment or processes.
  - d. When the delivery time is of prime importance.
  - e. When the use of this provision is not in the best interest of MSD.

**NOTE:**

This policy is not intended to preclude bidders from bidding on foreign products. MSD welcomes any and all bids that comply with the attached Instructions for Bidders and Bid Specifications.

**RECIPROCAL RESIDENT BIDDER PREFERENCE**

MSD shall give preference to a resident bidder of the Commonwealth in the evaluation of this Bid, in conformance with MSD's Procurement Regulations, Section 2A-13 as adopted by MSD's Board September 27, 2010, which provides as follows:

1. MSD shall give a preference to a resident bidder of the Commonwealth as against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference given shall be equal to the preference given or required by the state of the nonresident bidder. A resident bidder is any business entity that is authorized to transact business in the Commonwealth and has, for one 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.
2. If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
3. The preference for resident bidders shall not be given if the preference conflicts with federal law.



**RESIDENT BIDDER PREFERENCE CERTIFICATION AFFIDAVIT**

(Must be completed by all Bidders and submitted with bid)

I, the undersigned, on behalf of \_\_\_\_\_, do, after having been first duly sworn, hereby certify that the said company • is • is not a resident bidder of the Commonwealth as defined in Section 2A-13(b) of the MSD Procurement Regulations which defines a “resident bidder of the Commonwealth” as a business entity that is authorized to transact business in the Commonwealth and which has, for a period of one year prior to and through the date of 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. (If this bidder is a nonresident bidder the following information must be supplied: State where business is registered \_\_\_\_\_, preference given or required by state where registered \_\_\_\_\_.)

I do hereby swear or affirm that all of the information provided by me is true accurate and complete and I further understand that supplying false or misleading information in this Affidavit may constitute perjury and subject me to all the penalties and punishments therefore and will result in rejection of this bid and cancellation of any contract or award made in relation to this bid.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, on behalf of \_\_\_\_\_.

(Company Name)

\_\_\_\_\_  
(Signature)

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

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

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

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

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission expires: \_\_\_\_\_

**Notary Public:** \_\_\_\_\_

**TERMS AND CONDITIONS**

- 1. ACCEPTANCE - ENTIRE AGREEMENT** – Your acceptance of this offer to purchase by acknowledgment, shipment or service rendered, shall be unqualified, unconditional and subject to and expressly limited to the Terms and Conditions stated herein. We shall not be bound by any additional provisions or by provisions at variance that may appear in any quotation, previous offer, acknowledgment, invoice or other communication from you to us unless such provision is expressly agreed to in writing and signed by an authorized Buyer from MSD. Our acceptance of, or payment for, material shipped or services provided, shall constitute acceptance of same subject to the provisions hereof only, and shall not constitute acceptance of any counter-proposal submitted by you not otherwise accepted in writing and signed by an authorized Buyer from MSD. Upon acceptance, the terms of this agreement shall constitute the entire agreement between us and may not be modified or rescinded except in writing and signed by an authorized Buyer from MSD. Notwithstanding the foregoing, if a valid Master Agreement or Contract exists between us covering the terms ordered hereby, the Terms and Conditions of such Master Agreement or Contract shall govern. Unless otherwise stated, there are no other additions to this Contract with the exception of those additions referenced in Paragraph 11 of the Instructions to Bid.
- 2. ASSIGNMENT** – This Contract shall not be assigned, in whole or in part, without the prior written consent of MSD’s Legal Counsel, and shall be binding upon the successors and assigns of the parties hereto.
- 3. PREVAILING LAW** – The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky with venue in the relevant court in Jefferson County.
- 4. COMPLIANCE WITH LAWS** – The Seller warrants that, where applicable, the materials, services, and articles of this Agreement shall be produced and performed in compliance with:

  - a. The Fair Labor Standards Act of 1938, as amended, and of the regulations and orders of the U. S. Department of Labor.
  - b. Federal and State Occupational Safety and Health Law.
  - c. All relevant Federal and State Affirmative Action statutes and regulations up to and including Executive Order 12086, Executive Order 11246 and CFR, Title 41, 60-1, 60-2, 60-250, 60-741.
  - d. All Federal, State and Local environmental laws and regulations.
- 5. CODE OF CONDUCT** – The Seller shall comply with all terms of the MSD Code of Conduct, copies of which are available in the Purchasing Department, 700 West Liberty Street, Louisville, Kentucky. If a violation of the Code of Conduct is found to have occurred by the Seller and is

deemed material by MSD, this Agreement may be terminated and the Seller may be disqualified from further work with MSD.

- 6. WARRANTY AS TO QUALITY** – The Seller expressly warrants all items on this Agreement to be free from defects, whether patent or latent, of material and workmanship. All articles will be subject to MSD's inspection and rejection at the place of delivery, and no payment shall be due until MSD has inspected the goods or has had a reasonable opportunity to do so. Neither risk of loss nor title shall pass from the Seller to MSD until inspection is made as specified in this paragraph. The Seller further expressly warrants all items and services covered by this Contract will conform to drawings, specifications or samples; will be merchantable within the meaning of KRS 355.2-314 in effect in the Commonwealth of Kentucky on the date of execution of this Agreement; and will be fit and sufficient for the use intended. Where any tender or delivery of the goods is rejected because of nonconformity and the time for performance has expired, no replacement of defective goods shall be made without a formal replacement order signed by MSD. The Seller further warrants that the Seller has title to the goods supplied in that the goods are free and clear of all liens, encumbrances, and security interests.
- 7. WARRANTY AS TO PATENTS** – The Seller herein guarantees that the sale or use of its products will not infringe any United States or foreign patents; covenants that it will, at its own expense, defend every suit or action which shall be brought against the Purchaser (Metropolitan Sewer District of Louisville, Kentucky) or those settling or using any product of the Purchaser for any alleged infringement or claim or infringement of any such patent by reason of the sale or use of said Seller's product; and agrees that it will pay all costs, damages, expenses, counsel fees, and such other charges as may be sustained by Purchaser as a result of any such infringement. Articles manufactured in accordance with Purchaser's design are not considered as the Seller's products under this condition.
- 8. VARIATION IN QUANTITY** – No variation in the quantity of any item or service called for by this Agreement will be accepted unless such variance has been approved by written Change Order to the Purchase Order. Any unauthorized over-shipment may be returned to the Seller at the Seller's expense.
- 9. MODIFICATION** – MSD reserves the right to make changes to the specifications or requirements.
- 10. TERMINATION OF CONTRACT**  
This Contract may be terminated in whole or in part at any time by MSD with or without cause by giving at least thirty-(30) days advance written notice to the Consultant. In such event, MSD will be obligated to pay for the services rendered and materials received, meeting Contract specifications, prior to the effective date of termination, but shall have no further obligation under this Contract.

- 11. TERMINATION WITH CAUSE** – MSD reserves the right to terminate this Contract partially or entirely, in the event materials or work specified fail to conform to the requirements of this bid and any Contract awarded as a result of this bid.
- 12. TERMINATION FOR CONVENIENCE** – MSD reserves the right to terminate this Contract partially or entirely, without cause, and to make changes to the specifications or requirements. Upon MSD request, the Consultant shall immediately suspend work. Any losses or damages resulting from such cancellations, or suspensions, shall be equitably adjusted between MSD and the Consultant and this Contract modified accordingly.
- 13. USE OF INFORMATION** – As a condition of this Agreement, and in consideration for the price included herein, the Seller agrees to protect and return, upon MSD's request, all tools, drawings and other design or manufacturing information furnished to it by MSD, and will not disclose such information to others or use such information for any purposes whatsoever other than for the fulfillment of this and subsequent agreements from MSD. Unless otherwise agreed in writing, all patterns, molds, tools or dies ordered are our property and are to be maintained by the Seller in good working order, and are to be used only in our products, and are to be delivered to us in good working condition upon demand and completion of any orders requiring the use of these tools. MSD agrees not to copy or disclose to others any proprietary information provided by the Seller.
- 14. INSURANCE** – If this Agreement covers the performance of labor or services anywhere on MSD property, the Seller shall procure and maintain, and shall require each of his Subcontractors to procure and maintain until the completion of the work under this Agreement, insurance of the types and in the amounts specified below unless agreed to by MSD to require more or less coverage, depending on the scope of work to be performed. It shall also be the responsibility of the Seller to ensure his Subcontractor's compliance with all of the insurance requirements contained herein. The types and amounts of insurance required are as follows (unless otherwise approved by MSD):
- a. Workers' Compensation coverage in accordance with the Commonwealth of Kentucky Statutes governing such insurance. Employer's Liability in a minimum amount of \$100,000 for each accident, \$100,000 disease-each employee and \$500,000 Disease-Policy Limit.
  - b. General Liability should include Contractual Liability and Completed Operations coverage, \$1,000,000 for each occurrence and \$2,000,000 for General Aggregate. Additionally, for property damage, the limit of \$1,000,000 per occurrence will apply. *If your product or service is designed, intended and used underground in MSD's sewer system, you shall remove the Explosion, Collapse and Underground (XCU) General Liability exclusion and provide the Broad Form property damage coverage endorsement.*

- c. Automobile Liability should have limits of not less than \$1,000,000 Combined Single Limit or Bodily Injury of \$1,000,000 per person, \$2,000,000 per accident and \$1,000,000 property damage covering any motor vehicle owned, hired, or non-owned by the Seller.
- d. Excess Liability or Umbrella insurance providing additional protection with the limit of \$2,000,000 for each occurrence and General Aggregate of \$2,000,000.

All policies shall provide that MSD will be notified of cancellation, except for cancellation for non-payment of premium, or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Ten (10) days prior notice of cancellation for non-payment of premium will be required. Certificates of Insurance stating the limits of liability and expiration date shall be filed in triplicate with MSD before operations are begun. Such certificates shall name the types of policies provided.

You must include the following as Additional Insured and typed on each Certificate of Insurance:

Louisville and Jefferson County Metropolitan Sewer District  
700 West Liberty Street  
Louisville, KY 40203-1911

#### **INDEMNIFICATION**

The Consultant shall indemnify and defend MSD from and against any claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorney fees asserted by third parties (“Claims”) which Claims are caused by or arise from injuries or damages sustained by such third parties resulting or arising from any negligent act or omission or intentionally wrongful act of the Consultant or any of its officers, agents, employees, and/or representatives in relation to professional services provided to MSD by the Consultant under this Agreement. This indemnity provision shall not apply to Claims for which payment is available under the Consultant’s professional liability insurance policies.

- 15. SAFETY** – The Seller agrees that, while on MSD work sites, all supervisors and workers utilized in the fulfillment of the terms of this Agreement will comply with all applicable MSD Health and Safety Rules and Regulations, copies of which are available in the Safety and Security Department, at 700 West Liberty Street, Louisville, Kentucky 40203. This includes the use of appropriate personal protective equipment, strict observance of applicable industry health and safety practices, and the use of safe work permits, where required, shall be the responsibility of the awarded Contractor. The Seller also agrees to observe all applicable regulations as prescribed by the Kentucky Labor Cabinet Division of Occupational Safety and Health (KYOSH) while performing work under this Agreement. **The Winning Contractor, their staff, and Subcontractors working on the contract will be required to attend a one hour safety briefing with MSD’s Safety and Security Department prior to commencing any work.**

NOTE: The Seller certifies that any equipment with required safety features sold under this Agreement and with proper customer use, meets current KYOSH requirements.

- 16. MSD AUDIT PROVISIONS** – The Contractor records pertaining to services performed shall be available to MSD or MSD’s authorized representative upon request. The Contractor records subject to audit shall include but not be limited to records which may have a bearing on matters of interest to MSD in connection with the Contractor’s work for MSD and shall be open to inspection and subject to audit and/or reproduction by MSD’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) the Contractor’s compliance with contract requirements, (b) compliance with MSD’s business ethics policies, (c) compliance with provisions for computing time and materials invoices, and (d) any and all other matters of concern to MSD. MSD or its designee shall be entitled to audit all of the Contractor’s records, and shall be allowed to interview any of the Contractor’s employees, pursuant to the provisions of this article throughout the term of this contract and for a period of 5 (five) years after final payment. Such audits may require inspections and photo copying of selected documents from time to time at reasonable times and places. The Contractor acknowledges that MSD has the right to review or audit any calculation and its documentation utilized to determine MSD invoices for time and materials. The Contractor further acknowledges that MSD, based upon results from an audit or review, has the right to make adjustments, both up or down, in the charges, on a retroactive basis, if it is discovered that cost information or the classification of cost information are either inaccurate, not current or incomplete or if such information is not prepared in accordance with MSD policy.
- 17. RETENTION OF RECORDS** – The Contractor and any Subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred under this Contract and shall make such materials available for inspection by MSD at reasonable times during the period of this Contract and for a period of 5 (five) years after the date of final payment to the Contractor. Copies of such data shall be furnished to MSD upon request. The Contractor is entitled to reasonable reimbursement for the cost of furnishing such copies.
- 18. CONTRACTOR EQUIPMENT ON MSD PROPERTY** – Absent negligence on behalf of MSD, the Contractor agrees to indemnify and hold harmless MSD, its officers, directors, and employees from any claims, losses, damages, expenses, or liabilities of any kind or nature whatsoever, arising or alleged to have arisen in part, out of or in consequence of the work performed under this Agreement, in which the Contractors vehicles or equipment may incur or sustain by reason of an act or omission of the Contractor or any employee of the Contractor, including, but not limited to, property damage, larceny and dishonesty, except from and against all losses, damages, expense, etc., as set forth hereinabove. The Contractor shall bear any expense of defending any action which may be brought against MSD, its officers, directors, and employees, alone or along with the Contractor or others, and upon request of MSD shall assume the defense of such action or any proceeding, and shall pay any judgment or claim established against or cost or expense

incurred by MSD, its officers, directors and employees arising from any causes hereinabove set forth.

In compliance with MSD's Storm Water Pollution Prevention Program (SWPPP) and Nine Minimum Control (NMC) program, the Contractor hereby agrees to provide proper maintenance of any vehicles or equipment, and control of any liquids or solids associated with vehicles or equipment which may or may not contain hazardous material, to prevent their entry into any MSD stormwater or treatment facility collection system, whether on MSD property or not. Any vehicles or equipment found to be leaking liquids or solid material while either in operation or parked on any MSD property or job site shall be required to be removed from the property and any spillage cleaned up by the Contractor at no expense to MSD. If for expedience sake, temporary storage of vehicles or equipment is required on MSD property or an MSD job site, the Contractor is responsible for the placement and maintenance of pads, berms, drip pans, or other device to control and properly dispose of any liquids or solids which may leak from vehicles or equipment.

**SPECIFICATIONS**

**1. SCOPE OF WORK:**

- A. This contract is to provide for screened topsoil delivered to MSD or picked-up on an as-needed basis.

**2. GENERAL CONDITIONS:**

- A. Materials furnished and methods used under this contract shall be in accordance with MSD Standard Specifications, latest edition and Kentucky Transportation Cabinet (KYTC) Standard Specifications for Road and Bridge Construction, latest edition.
- B. Contractor shall comply with all federal, state and local regulations.
- C. Services shall be performed under the contract in a skillful and competent manner. The Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Contractor warrants that all employees shall have sufficient skills and experience to perform the Services assigned to them.
- D. It shall be the Contractor's responsibility to adequately staff and supervise the work with sufficient workforce and equipment to perform the work in the most efficient manner possible. It shall be the responsibility of the Contractor to take every precaution to comply with the latest revisions of all state, local or other regulatory requirements, as well as MSD's own Health and Safety Rulebook. The Contractor shall perform work without relying on the resources of MSD. If at any time, MSD finds the work or safety practices to be unacceptable, for whatever reason, MSD reserves the right to immediately stop the work and, without penalty, acquire the services of another contractor. All employees assigned to this contract shall be required to attend MSD Safety Training upon award and annually thereafter.
- E. All employees of the successful Contractor shall wear their company uniform and identification (provided at the Contractor's expense) while on MSD job sites.
- F. Contractor shall not sub contract work to another company without prior approval from MSD.

**3. MATERIALS:**

- A. Screened Topsoil
  - i. This material shall meet the requirements for topsoil as set forth in Section 827.10 of the KYTC Standard Specifications.
  - ii. Material must pass one-half (1/2) inch screen and should not ribbon more than one (1) inch in field test.



- iii. Material shall not contain toxic or non-toxic substances harmful to plant growth or the environment, including but not limited to human or hazardous wastes or construction and demolition debris (e.g., wood, brick, rock, asphalt, concrete, paint chips, sticks, small pieces of glass and nails, etc.)
- iv. Material will not be accepted if it has been subjected to chemical herbicide treatments and/or treatments utilizing soil sterilization products unless it can be proven that no residual chemical activity exists.
- v. Material shall be the same quality as the sample provided with the bid. No change in the quality will be accepted without prior sampling and test approval by MSD. Additional samples may be required throughout the contract term to determine continued compliance. MSD reserves the right to conduct random material testing before, during or after deliveries. If required, MSD may direct the Contractor to remove all rejected materials from the job site at the Contractor's expense.

#### **4. EXECUTION OF WORK:**

- A. Material shall either be delivered to MSD as requested or provided to MSD staff at the Contractor's facility.
- B. Delivered
  - i. MSD will contact the Contractor by phone/email with the following information:
    - a. Requested quantity of material
    - b. Priority-High or Medium
  - ii. Unless otherwise specified by MSD, delivery shall be to MSD's Central Maintenance Facility, located at 3050 Commerce Center Place, Louisville, KY 40211.
  - iii. Delivery shall be between the hours of 8:00 AM and 3:30 PM unless approved in advance by MSD.
  - iv. Trucks shall be covered with a tarp and trailer hatch closed while on MSD property.
  - v. Contractor shall ensure driver maintains a valid commercial driver's license and proper insurance.
  - vi. Contractor shall deliver material within 24 hours for medium priority requests.
  - vii. Contractor shall deliver material within 4 hours for high priority requests.
  - viii. Contractor shall provide load ticket to MSD representative for signature at the time of delivery including the following information.
    - a. Load ticket number
    - b. Date and time of request
    - c. Date and time of delivery
    - d. Quantity of material
    - e. Notation that the material was delivered.

- C. Pickup by MSD
- i. MSD will pick up single-and/or tandem-axle truckloads from the Contractor's designated location.
  - ii. Material shall be loaded into MSD vehicle by Contractor.
  - iii. Location **must** be in the state of Kentucky **and** not more than five (5) miles from the Jefferson County line.
  - iv. Contractor shall provide load ticket to MSD representative at the time of pick up including the following information.
    - a. Load ticket number
    - b. Date and time of pickup
    - c. Quantity of material
    - d. Notation that the material was picked up from Contractor location.
    - e. Truck number
    - f. Driver's name
    - g. MSD work order number

#### 5. BASIS FOR PAYMENT:

- A. Measurement of topsoil shall be per ton rounded to the nearest tenth of ton (0.1 tons). Price for topsoil shall be the same for delivery or pickup. No minimum charge is allowed.
- B. Delivery charge shall be per each for a single tri-axle truck.
- C. If the delivery location is other than MSD's Central Maintenance Facility, delivery charge shall be based on distance from nearest Contractor facility to delivery location.
- D. Contractor is responsible for proper vehicle maintenance and cost of fuel. **Fuel charges are not allowed.**
- E. Any fines imposed upon MSD by any government or regulatory agency due to spills or other violations committed by the Supplier shall be the sole responsibility of the Supplier and will be paid by the Supplier without contribution from MSD.
- F. Additional charges not specified in this bid document shall not be permitted.

#### 6. INVOICING:

- A. Contractor shall provide monthly invoices including the following information for each load:
  - i. Load ticket number
  - ii. Load date
  - iii. Quantity of material delivered or picked up
  - iv. Unit price

- v. Total price
- vi. Delivery charge, if applicable

**All invoices must be sent to: MSD Accounts Payable, PO Box 740011, Louisville, KY 40203, or emailed to: [accountspayable@louisvillemsd.org](mailto:accountspayable@louisvillemsd.org).**

**CONFORMANCE TO PERFORMANCE SPECIFICATIONS**

**EXCEPTION FORM**

If there are no exceptions to MSD's specifications, the bidder **must state in writing** "NO EXCEPTIONS."

State here: \_\_\_\_\_

<b>Exception #1:</b>
<b>Exception #2:</b>
<b>Exception #3:</b>
<b>Exception #4:</b>
<b>Exception #5:</b>

**PROPOSAL**

**Proposal Page 1 of 2**

I, as duly authorized representative of the below named company, do hereby agree to furnish to MSD in accordance with all of instructions, terms and conditions and specifications as set forth in the "Bid Documents" the following item(s) at the price(s) shown and within the specified delivery time:

**PURCHASE OF SCREENED TOPSOIL**

ITEM / DESCRIPTION	Unit of Measure	ESTIMATED QUANTITY	UNIT PRICE	TOTAL DELIVERED PRICE
Topsoil	Ton	13,300	\$	\$
Delivery Charge to CMF	Each	550	\$	\$
Grand Total				\$

**\*\*Items listed below are not part of the above contract evaluation. However, could be utilized throughout the contract term.\*\***

Delivery Charge for Locations **other than** CMF, list delivery cost per distance from Contractor Facility:

Delivery Distance	Unit of Measure	Unit Price
Within five (5) miles	Each	
Within ten (10) miles	Each	
Within fifteen (15) miles	Each	
Within twenty (20) miles	Each	
Within twenty-five (25) miles	Each	
Within thirty (30) miles	Each	
Within thirty-five (35) miles	Each	
Within forty (40) miles	Each	

Grand Total Written Price: \$ \_\_\_\_\_

Cash Discount: \_\_\_\_\_ (Cash discounts offered to MSD for payments made less than 30 days from receipt of proper invoice). This will not be considered in the award of this bid.



**Quantities and Orders** - The quantity listed is an estimate. MSD reserves the right to increase or decrease the quantities as needed. Subsequent orders are defined as potential orders during the upcoming year for unknown quantities while the price will remain fixed as based on the supplies proposal.

**THE PRICE SHALL INCLUDE SHIPPING CHARGES**

The item(s) hereinabove described ( ) is ( ) is not “domestic materials and supplies,” as defined by MSD’s Buy American Policy.

Delivery shall be made within \_\_\_\_\_ calendar days following receipt of purchase order.

Any freight, delivery, demurrage, or special handling charges are to be included in the bid price. MSD will not pay additional fees and surcharges.

**Except as otherwise instructed, the bid prices shall remain firm for the duration of each contract term.**

**The undersigned Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky.**

**Any Bidder who submits a bid in response to this Invitation to Bid shall be deemed to have agreed to comply with all instructions, terms, conditions and specifications of this bid document.**

By: \_\_\_\_\_ Firm Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

STATE OF \_\_\_\_\_ E-Mail Address \_\_\_\_\_

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

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was presented to me by \_\_\_\_\_ who, being by me first duly sworn, declared that he is the \_\_\_\_\_ of \_\_\_\_\_, that he signed the foregoing instrument by authority and direction of the company, and that the statements contained therein are true.



WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission expires: \_\_\_\_\_

**Notary Public:** \_\_\_\_\_

**SUPPLIER** \_\_\_\_\_

**REQUIRED SUBMITTAL**

**List of Pick-up Locations: Must state if each location is within Louisville Metro, or if within the five (5) mile limit outside of Louisville Metro line in either direction (MSD will not travel out of state). Please included the pick-up address and a map with the bid document.**

---

---

---

---

**Number of pick-up and/or delivery of topsoil spoils locations (provide list) Days & hours of operations at pick-up location(s) including weekends hours & hours loading equipment is onsite & available for loading MSD trucks.**

---

---

---

---



**REFERENCES**

<b>Project Name</b>		<b>Start Date</b>	<b>Finish Date</b>
<b>Client Name</b>	<b>Client Address</b>		
<b>Contact Person Name</b>	<b>Contact Person Position</b>	<b>Contact Person Phone</b>	
<b>Contact Person Email Address</b>			
<b>Cost of Services</b>			

<b>Project Name</b>		<b>Start Date</b>	<b>Finish Date</b>
<b>Client Name</b>	<b>Client Address</b>		
<b>Contact Person Name</b>	<b>Contact Person Position</b>	<b>Contact Person Phone</b>	
<b>Contact Person Email Address</b>			
<b>Cost of Services</b>			

<b>Project Name</b>		<b>Start Date</b>	<b>Finish Date</b>
<b>Client Name</b>	<b>Client Address</b>		
<b>Contact Person Name</b>	<b>Contact Person Position</b>	<b>Contact Person Phone</b>	
<b>Contact Person Email Address</b>			
<b>Cost of Services</b>			



**COMPANY PROFILE**

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Business Telephone Number: \_\_\_\_\_  
Business Fax Number: \_\_\_\_\_  
Business Email Address: \_\_\_\_\_

Local Office Address: \_\_\_\_\_

Local Contact Person: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Type of Ownership (Corp., LLC, Partnership, etc.): \_\_\_\_\_

Year Established: \_\_\_\_\_

**Kentucky Secretary of State Organization #**  
***(required to do business w/MSD)*** \_\_\_\_\_  
Louisville and Jefferson County Revenue  
Commission License # \_\_\_\_\_

Full disclosure of any existing conditions or interest, which might conflict with the interest, operations, or reputation of MSD. (add additional sheet if necessary)  
\_\_\_\_\_  
\_\_\_\_\_

List names and positions of key personnel (add additional sheet if necessary)  
\_\_\_\_\_  
\_\_\_\_\_

Indicate whether your company is currently a 51% minority and/or woman-owned business and MBE or WBE certified. Yes \_\_\_\_\_ No \_\_\_\_\_

If certified, please list the certifying agency. (Certification is not a requirement of this contract).

Certifying Agency: \_\_\_\_\_

