Bid Document
for

HDQ DAS SYSTEM PRELIMINARY

**OPENING DATE:** **July 24, 2025**

**TIME****:****2:00 PM LOCAL TIME**

**Purchasing Department**

**Karen Knox, Procurement Supervisor**

**Date of Issue: June 16, 2025**

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# Invitation to Bid

Proposals will be received by the Louisville and Jefferson County Metropolitan Sewer District until **2:00 PM, Thursday, July 24, 2025.** MSD is using a web-based portal for accepting and evaluating bid proposals digitally at <https://louisvillemsd.bonfirehub.com/portal> for this Invitation to Bid. Documents may be uploaded at any time during the open period indicated for each proposal.

HDQ DAS SYSTEM PRELIMINARY

There will be a **Non-Mandatory** submittal meeting and site visit held on **Thursday, June 26, 2025, at 1:00PM to 2:30PM**. Attendance is not required, but encouraged.

Location: MSD Main Office

1600 W. Hill Street

Louisville, KY 40210

**Proposal forms, including Specifications and Instructions for Bidders, may be obtained from MSD’s designated web portal at** <https://louisvillemsd.bonfirehub.com/portal>

LOUISVILLE & JEFFERSON COUNTY

METROPOLITAN SEWER DISTRICT

RENE' LINDSAY

CHIEF PROCUREMENT OFFICER

# Check List for Invitation to Bid (ITB):

Respondent shall digitally submit all required documents as listed below through the MSD web-based portal. Failure to upload and submit the Proposal by the date and time stipulated herein may result in disqualification of the Proposal.

* Proposal Page (signed & notarized)
* Resident Bidder Affidavit (signed & notarized)
* Campaign Finance Affidavit (signed & notarized)
* Contractor Information Form completed in its entirety to include:
* Company Financial Statement
* Kentucky Secretary of State Number (must be in good standing)
* Answers to Evaluation Criteria
* Certificate of Insurance (documentation from insurance provider showing ability to gain required coverage is acceptable prior to award)
* Reference Sheet (if applicable)

 [x]  If checked, the MSD Information Security Agreement (“ISA”) attached is incorporated into this Agreement. If unchecked, the Parties may choose subsequently to execute the ISA, and in such event, the ISA shall be incorporated herein.

**Failure to submit all required documents, entirely completed, signed and/or notarized, may result in your Proposal being deemed non-responsive and rejected, without any further evaluation.**

**\*\*Documents requiring signature must be provided by respondent as an original within one (1) calendar day of opening date. Original must mirror electronic submission in all aspects or submittal will be considered non-responsive and disqualified from consideration. Failure to provide signed original documents within one (1) calendar day of bid opening date may result in disqualification of respondent. Documents submitted may be dropped off or mailed to MSD with the outside marked as follows:**

HDQ DAS SYSTEM PRELIMINARY

BID FOR
LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

ATTENTION: KAREN KNOX

700 WEST LIBERTY STREET

LOUISVILLE, KY 40203-1911

# Instructions

## Proposal Date – Proposals will be received digitally through the MSD web-based portal until the day and hour stipulated in the Invitation to Bid, at which time all proposals will be publicly opened through the electronic system. Proposals received after the day and hour stipulated will be refused.

## Proposal Submittal – The respondent must submit its proposal in accordance with the following:

### **SPECIFICATIONS**

### Proposals submitted by Respondent shall be in strict compliance with the intent of the Specifications.

### **BID PACKAGE**

Submission of bid to MSD web-based portal certifies that the Bid meets all of the requirements of the Contract Documents. Submit each Bid through MSD’s web-based portal digitally at [https://Louisvillemsd.bonfirehub.com/portal](https://louisvillewater.bonfirehub.com/portal). Documents may be uploaded at any time during the open period for the bid. **No bids shall be accepted outside of the authorized designated MSD web-based portal.** If you have any technical questions related to your bid submission, please contact Bonfire at Support@GoBonfire.com, or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Proposals for consideration are to be submitted digitally by the Respondent on the forms provided. All blank spaces contained on the Proposal page(s) and all required documents shall be completed in its entirety. Failure to do so shall result in rejection of the Proposal. No exceptions or added conditions will be allowed. **Exceptions and/or added conditions will result in the rejection of the Bid.**

### **ELECTRONIC BIDS**

MSD is accepting bid submittals for this Invitation to Bid through the MSD’s web-based portal digitally at [https://Louisvillemsd.bonfirehub.com/portal](https://louisvillewater.bonfirehub.com/portal). Each Respondent will have to submit an electronic registration with Bonfire in order to submit your bid electronically.

### **PLACE/TIME**

The bid must be submitted and accepted through the MSD web-based portal indicated above prior to the Bid Submittal Date and Time for this Bid. Respondent shall be responsible for allowing sufficient time to complete and finalize the bid submission before the Bid Submittal Date and Time deadline. MSD shall not assume responsibility for any late Bid for any reason.

## Equal Employment Opportunity Status Report – Reporting requirements are found in a separate document located on the MSD web-based portal indicated above.

## 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 respondent has participated in improper activities (see code of conduct at https://louisvillemsd.org/procurement), disciplinary action may be taken.

## msd MANDATORY VACCINATION AND medical TESTING REQUIRMENT-

##

In the interest of providing and maintaining a safe and healthy workplace for its employees, the MSD Board on November 15, 2021, adopted a policy of mandatory vaccination or weekly testing that applies to any large infectious disease. This policy applies to MSD contractors, consultants, vendors, suppliers, and their employees and includes subcontractors (hereinafter referred to as “Non-MSD Employees) providing services or performing working at any facility owned, leased, or operated by MSD. A Copy of MSD’s Mandatory Vaccination and Medical Testing Policy and Procedures are located at [www.louisvillemsd.org/vaccine](http://www.louisvillemsd.org/vaccine).

Any Non-MSD Employee not in compliance with MSD’s Policy and Procedures will not be permitted to work at any MSD Facility. Any contractor, consultant supplier or vendor who fails to follow or comply with MSD’s Mandatory Vaccination and Testing Policy and Procedures may be assessed a penalty up to 5% of the value of the contract/agreement. MSD may consider mitigating circumstances to reduce the penalty.

As of the ITB/ RFP posting date, there is not an epidemic or pandemic that this policy applies to.

## Information Form, Catalogues, Brochures – Respondents submitting a proposal shall attach copies of catalogues, brochures, or other descriptive information indicating compliance with the specifications.

## Withdrawal Of Proposal – No respondent will be permitted to withdraw his proposal after the day and hour set for the opening of proposals. A Respondent may withdraw his proposal at any time through the MSD designed web-based portal for the Bid, prior to the day and hour set for the opening of proposals.

## Refusal Of Bids – MSD reserves the right to refuse or reject Bids from or award any additional commodities or services to any respondent who is behind schedule on any work in progress, or who fails to deliver acceptable products until such work, or commodities are satisfactorily completed, or to accept bids from or award any work to any respondent who has shown repeated inability to deliver or complete acceptable product or work on schedule or in an acceptable manner.

## MATERIALS, COMMODITIES AND SERVICES CONTRACTS – MSD shall identify and advertise its materials, commodities, and services contracts. Eligible certified MBE and WBE businesses are encouraged to bid as an MSD prime.

The definition for materials, commodities and services is outlined below:

## Materials, Commodities and Services – means all personal property and/or products including, but not limited to, goods, equipment, fuel, leases on real property, printing, and insurance and necessarily associated non-professional services.

## MSD Bid Discounts – APPLIES TO MSD PRIME CONTRACTS. In accordance with the MSD Supplier Diversity Program, MSD has adopted Bid Discounts on Materials, Commodities and Services prime contracts *only*, effective June 1, 2020. When materials, commodities and services contracts estimated at $500,000 or less are bid, a 10% bid discount shall be assigned during the price evaluation on bids submitted by eligible MBEs and WBEs that bid as a *prime CONTRACTOR*. The maximum discount will not exceed $50,000.

As determined in the MSD Disparity Study (Study), the MBE and WBE groups eligible for the bid discount are listed below:

|  |  |
| --- | --- |
| **Industry:** | **Eligible Groups:** |
| **Materials, Commodities and Services** | African Americans |
| Caucasian Females |

## 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.

## 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 respondent will be required to meet any prequalification requirements of each entity. The respondent is required to enter into a separate agreement with each entity for any purchases by the other entities from this proposal.

## Contract – MSD's purchase order, when dated and executed by its Procurement 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 at https://louisvillemsd.org/procurement..

## 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.

## Delivery TERMS – All bid prices shall be based on FOB DELIVERED, FREIGHT PREPAID, district-wide. Fuel surcharges are not allowed on this contract.

## Award Notification – Bid results are not provided in response to telephone inquiries. Respondents are not to call the Purchasing Department for a tabulation of bids. Formal bid results will be posted to MSD’s website at (<https://louisvillemsd.bonfirehub.com/portal>) after MSD has taken official action. 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 or Executive Director.

## Pre-Award Contact – Except as may otherwise be provided under special provisions, prospective bidders shall have contact with MSD only through MSD’s web-based portal.

## Firm Pricing – Except as otherwise instructed, bid prices shall remain firm for the duration of each contract term.

## Special Provisions

1. Bid Award - The Contract will be awarded based on the highest evaluated points.The bid award is subject to the approval of the Board of MSD. MSD reserves the right to reject any or all Bids or waive any informality in any Bid.
2. Prebid Meeting and Site Visit – The pre-bid meeting and site visit will be held on **Thursday, June 26, 2025, at 1:00 PM to 2:30 PM.** Attendance is not required, but encouraged.

Location: MSD Main Office

1600 W. Hill Street

Louisville, KY 40210

1. 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 Document, a request for an interpretation shall be submitted through the MSD web-based portal for this bid no later than **5:00 PM**, local time on **Wednesday, July 09, 2025**. Questions received after that date will not be answered. Questions will be answered only by Addenda through the web-based portal. The person making the request will be responsible for its prompt delivery.
2. Procurement Schedule – The schedule below has been established for the award of the contract pursuant to the bid. This is a tentative schedule, and MSD reserve the right to alter the schedule if deemed necessary.

|  |  |
| --- | --- |
| Activities | Due Date |
| Issuance of RFP | 06/16/2025 |
| Pre-submittal and Site Visit | 06/26/2025 |
| Submittal of Questions | 07/09/2025 |
| Deadline for RFP Submittals | 07/24/2025 |
| Deadline to provide MSD with required documents | 07/25/2025 |
| Est. Notification of Award | 08/20/2025 |

1. Mandatory Vaccination and Medical Testing- The Contractor shall comply with MSD’s Mandatory Vaccination and Testing Policy and Procedures.
2. Qualification - MSD reserves the right to determine if any bidder is not qualified to manage this contract from information received from references, investigation into financial stability, prior work experience with MSD, equipment availability, Contractor Information Form, and/or manpower resources, etc.
3. Contract usage - There is no guarantee of work, services required on an as needed basis.
4. 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:
5. 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”).
6. 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.
7. 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.
8. 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.

# Bid Evaluation

The highest total evaluated bid shall be determined using the point system outlined below. Any bidder failing to meet minimum requirements may be disqualified and no score will be assigned. Respondent receiving highest number of points shall be considered the successful bidder. MSD shall assign the points. MSD shall make the final decision concerning the amount of points assigned in each area.

This RFP has been designed to obtain pertinent data that will be used by MSD in evaluating each bidder’s proposal. Each bidder’s official Proposal must use the format as described. The official format has been designed to facilitate efficient evaluation of qualified bidders. Evasive, imprecise, or incomplete responses can only serve to the disadvantage of the bidder and may result in the loss of points.

The criteria that will be used in the evaluation of the Proposals and the related value assigned to each criteria are as follows.

AWARD CRITERIA POINTS

Category

|  |  |
| --- | --- |
| **Criteria** | **Max Points** |
| Financial Stability / Information Security Agreement (ISA) | Pass/Fail |
| Safety Program | Pass/Fail |
| Scope and Quality of DAS Solutions Response | 35 |
| Cost Proposal | 30 |
| Conformance to Specification | 15 |
| Personnel Qualification and Experience | 15 |
| References | 5 |
| Total Points Available | 100 |

1. **Financial Stability / Information Security Agreement (Pass/Fail)**
	1. Financial Stability

Respondent is required to provide information pertaining to the firm’s financial integrity as evidenced by providing **one or more** of the following:

* Audited or unaudited financial statement for the past two (2) years, including income statements, balance sheets, and any changes in financial position.
* The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
* Respondent’s most recent Dun & Bradstreet, Value Line Reports, or other credit rating/report.

Respondent may mark the financial statement as "Confidential and/or Proprietary". To the extent permitted by the Kentucky Open Records Act, MSD will not disclose these records.

**Failure to demonstrate financial stability shall result in your Proposal being deemed non-responsive and will result in it being rejected, without further evaluation.**

* 1. Information Security Agreement (ISA)

The ISA is included as Appendix A. The ISA will be evaluated based on the Respondent’s responses to the individual elements of the ISA. Respondents can submit a redline copy of the ISA. If the Respondent is proposing to use a third-party data center to provide hosting, that third party is required submit the ISA as well.

**Failure to submit the required documents shall result in your Proposal being deemed non-responsive and will result in it being rejected, without any further evaluation.**

1. **Safety (Pass/Fail)**

The Respondent shall submit a written General Health & Safety Program to include but not be limited to: Hazardous Communication Program, Fall Protection Program, Lock-out/Tag-out Program, Personal Protective Equipment, Emergency Notification Procedure, and a copy of an OSHA 300A Log for the past 3 years.

**Failure to provide a written General Health & Safety Program and Hazardous Communication Program shall result in your Proposal being deemed *non-responsive* and will result in it being rejected, without any further evaluation.**

1. **Scope and Quality of DAS Solutions Response (35 Points)**

This section provides an outline of what will be provided by MSD and what is expected from the Solution Provider including system requirements and post-installation support services.

Solution response will be evaluated on:

1. Quality of system components
* External antennas and connectivity
* Internal antennas and connectivity
* Head-end equipment
* Cabling plan and materials
* Warranties
1. System design
* Solution is agnostic to all three major cellular carriers
* Solutions must provide one-time cost for system assets, including installation
* Solution will identify annual support maintenance costs
* Coverage
* Coverage with each of the three cellular carriers
* Coverage within the facility
* Throughput capability
* Resiliency and availability features
* Adaptability and expandability
* System design efficiencies
* Adherence to MSD requirements for separation from MSD network resources
1. Implementation plan
* Project duration, planned start date, project milestone and task detail
* Coverage test plan and published results/metrics
* Planned finish date
1. Deployment availability
2. Solution-Provider Support model and cost after implementation

**Failure to provide all information may result in loss of points**

1. **Cost Proposal (30 Points)**

The price points are based on the grand total as submitted on the Proposal page. All lines on the proposal page shall be completed and include a price for each category. The points will be calculated by dividing the lowest grand total price submitted by Respondent’s price, then multiplied by the maximum available points (30).

|  |  |  |
| --- | --- | --- |
| Bidders | Bidder A | Bidder B |
| Grand total price | $1000 | $1200 |
| Calculation | ($1000/$1000)\*30 | ($1000/$1200)\*30 |
| Points Awarded | 30 | 25 |

**Failure to provide pricing shall result in proposal being deemed non-responsive and will result in it being rejected, without any further evaluation.**

1. **Conformance to Specifications (15 Points)**

Respondents are required to state their position on exceptions to the Performance to Specifications in this Invitation to Bid. If the bidder is taking exceptions to MSD’s specifications, the bidder must itemize those exceptions on the Conformance to Performance Specifications Exceptions Form, indicating section numbers/pages where appropriate. Note: Exceptions to the specifications may result in the bid being declared non-responsive, dependent upon the number and degree of exceptions. If there are no exceptions to MSD’s specifications, bidder must state in writing “NO EXCEPTIONS.”

**Failure to provide all information may result in loss of points**

1. **Personnel Qualification and Experience (15 points)**
2. Provide detailed explanation of experience with cellular DAS solutions and the corresponding requirements outlined in the scope of work.
3. Provide a list of any solutions design personnel, their role, and background.
4. Provide a list of on-site implementation personnel, their roles and background
5. Provide a list of project management team, their roles and background.
6. Provide a resume for each staff member who will be assigned to or that may provide support as outlined in the scope of work. All proposed staff must have at least five (5) years’ work experience providing this service which they are expected to provide for this project

**Failure to provide all information may result in loss of points.**

1. **References (5 points)**

Respondent must provide at least four (4) references that demonstrate experience in providing Cellular Distributed Antenna System solutions and long-term support for facilities of similar or larger size. The reference list must include the name and the address of the client, the name and the telephone number of the client contact, the client email address, the dollar value of the installed DAS solution, the date the DAS solution was installed, the DAS system hardware and high-level design, and a description of support post-installation. References must be documentable and traceable.

# 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 VEVRRA 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.

# Code of Conduct

The contractor, consultant, or agent (hereinafter referred to as contractor) must avoid a situation which could be considered either a con­flict of interest or detrimental to the operation or reputation of MSD. All contractors doing or seeking to do business with MSD should refrain from conduct which they know or reasonably should know is likely to create the perception that they are using or performing their contract with MSD in an improper manner. 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. Performance
	1. The making of false or misleading representations regarding any aspect of the performance of the contract.
	2. An intentional breach of any contract term.
	3. Intentional or grossly negligent use of inferior products.
	4. Misuse of MSD information or access to MSD personnel or facilities
2. Non-Collusion and Independence of Bid
	1. Contractors are to calculate price(s) contained in their bid or proposal, independently, without collusion, consultation, communication, or agreement with any other competing contractor for the purpose of restricting competition. Unless otherwise required by law, the price(s) which a contractor quotes in its bid or proposal shall not knowingly be disclosed by the contractor, directly or indirectly, to any other competing contractor prior to the closing date for bids or proposals. In addition, a contractor shall not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.
3. Prohibition Regarding Gifts and Contributions
	1. No contractor shall offer to any MSD employee or MSD Board Member (or his/her family member, business organization, nonprofit entity, or labor organization in which such MSD employee has a business or personal interest) any gift, favor, loan, political contribution, service, economic opportunity, promise of future employment, or other thing of value based upon an understanding, or other circumstances from which it could reasonable be inferred, that the gift, favor, loan, contribution, service, promise, or other think of value was given or offered for the following purposes. For the purpose of influencing such employee, directly or indirectly, in the discharge of his/her official duties or for the purpose of gaining access to the employee of the MSD Board.
	2. No employee, however, shall be prohibited from giving or receiving an award publicly presented in recognition of public service; or commercially reasonable loans made in the ordinary course of the lender's business; reasonable hosting, including entertainment, meals or refreshments furnished in connection with public events, appearances, or ceremonies; unsolicited gifts of nominal value of up to $50, complimentary articles offered to the general public; or gifts or awards exceeding $50 given to an employee on behalf of MSD and in connection with or by reason of MSD's programs and/or services.
4. Prohibition on Use and Disclosure of Confidential Information
	1. At no time shall any contractor who obtains confidential or proprietary MSD information in the course of doing or seeking to do business with MSD disclose any such information to any person not authorized by MSD to receive such information to use such information for any person gain except as necessary to fulfill its contractual obligation with MSD.
5. Prohibition Regarding Participation in Project or Procurement Development
	1. No contractor who participates in the development of a scope of work, contract, agreement, technical specifications, or design may participate as a bidder (as the prime or sub-contractor) on that particular procurement or perform any work in that particular procurement or any other procurement that would constitute a conflict of interest or would give that contractor an unfair advantage over other bidders on that procurement. This provision may be waived in writing by the MSD Executive Director upon a showing of good cause.
6. Duty to Disclose Conflicts of Interest
	1. Each contractor, and each of their consultants and subcontractors, seeking to do business, or doing business, with the MSD has an obligation to promptly disclose in writing to MSD any of the following potential conflicts of interest which become known to the management of the contractor:
		1. Any financial relationship between the contractor and a MSD Board Member or MSD employee.
		2. Any financial or close personal relationship between any officers, directors or key employees of the contractor and a MSD Board Member or MSD employee.

Link to full policy <https://louisvillemsd.org/procurement>

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 to Bid or Request for Proposal 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:
	1. When the additional cost to MSD is unreasonable.
	2. When the materials and supplies are not reasonably available from a domestic source in sufficient commercial quantities of satisfactory quality.
	3. When the parts or auxiliary equipment to be purchased must be compatible with existing MSD-owned equipment or processes.
	4. When the delivery time is of prime importance.
	5. 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 February 22, 2021, 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.

# Terms and Conditions

## 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 12 of the Instructions to Bid.

## 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.

## 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.

## 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:

1. The Fair Labor Standards Act of 1938, as amended, and of the regulations and orders of the U. S. Department of Labor as well as Kentucky wage and hour laws and regulations as set forth in Kentucky Revised Statute Chapter 337) and Kentucky Administrative Regulations Title 803.
2. Federal and State Occupational Safety and Health Law.
3. Kentucky workers compensation laws and regulations as set forth in Kentucky Revised Statute Chapter 342.
4. 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.
5. All Federal, State and Local environmental laws and regulations.

## 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.

## 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.

## 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.

## 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.

## 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 Contractor. 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.

## 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.

## 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 Contractor shall immediately suspend work. Any losses or damages resulting from such cancellations, or suspensions, shall be equitably adjusted between MSD and the Contractor and this Contract modified accordingly.

## 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 dyes 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.

## 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):

1. 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.
2. 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.*
3. 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.
4. 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 Seller 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, which they may incur or sustain by reason of an act or omission of the Seller or any employee of the Seller and any injury suffered by an employee of the Seller, including, but not limited to, personal injury (including death resulting therefrom), property damage, libel and slander, embezzlement, larceny, and dishonesty, except from and against all losses, damages, expense, etc., as set forth hereinabove, arising out of the negligence of MSD, its officers, directors and employees. The Seller will bear any expense of defending any action which may be brought against MSD, its officers, directors, and employees, alone or along with the Seller or others, and upon request of MSD shall assume the defense of such action or any proceeding and will 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.

## 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.

## 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 photocopying 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.

## RETENTION OF RECORDS – The Contractor and any Subcontractors 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.

## 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, 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. Vehicles or equipment either found to be leaking liquids or solid material while 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.

## removal of debris - The Bidder shall be responsible for the prompt, complete removal of all debris, which is a result of this contractual service, unless otherwise approved by MSD. Debris shall be removed at the Contractor’s expense. For the purposes of this agreement, debris shall mean garbage, waste, litter, rubbish, or remains that do not have commercial value as a recyclable or salvageable material.

**Unless otherwise specified by a supplemental agreement, any and all recyclables and/or salvageable materials must be deposited in the appropriate containers/receptacles provided by MSD on MSD property.**

# Overview of MSD

MSD is a public body corporate and political subdivision organized and operating pursuant to Chapter 76 of the Kentucky Revised Statutes. It is a special district formed for the express purpose of providing adequate sewer and drainage facilities to Metro Louisville.

MSD operates and maintains a collections, transmission and treatment system that include approximately 3,330 miles of sewer lines, 259 sanitary pump stations, 5 regional water quality treatment plants and thousands of sanitary and combined sewer manholes and catch basins. MSD’s system serves more than 250,000 homes, businesses and industries in a service area consisting of approximately 385 square miles.

MSD also maintains and operates the stormwater drainage and Ohio River flood protection systems within Metro Louisville. Since 1987, MSD has been responsible for the construction, repair, and maintenance of storm sewers, drain swales, ditches, and channels and for the maintenance and repair of 25 miles of earthen levees, 16 flood pumping stations and 4.5 miles of reinforced concrete floodwalls.

MSD is managed by an eight-member board all of whom are appointed by the Louisville Metro Mayor with the approval of Louisville’s Metro Council. All appointments are for a three-year term. Louisville Metro’s Mayor also appoints MSD’s Executive Director, Chief Engineer, and Secretary/Treasurer. MSD’s Executive Director manages the day-to-day operations of the agency supported by administrative, engineering, legal and business staffs. MSD’s total workforce consists of approximately 630 employees.

MSD has outstanding $2.03 billion in Sewer and Drainage Revenue Bonds. The bonds are secured by and payable solely from pledged revenues derived from the collection of rates, rents and charges for the services rendered by MSD as set forth in its Bond Resolution. The bonds do not constitute an indebtedness of the Louisville/Jefferson County Metro Government or the County of Jefferson, Kentucky. The current ratings on the Revenue Bonds are AA3 stable and AA stable by Moody’s Investor Service and S&P Global, respectively.

Financial documents relating to MSD can be located in MSD’s Consolidated Annual Financial Report (CAFR) located at http://www.louisvillemsd.org/financial-information.

The most recent Official Statement for the Sewer and Drainage System Revenue Bonds can be downloaded at <https://emma.msrb.org/IssueView/IssueDetails.aspx?id=EP378677>.

# Scope of Service

1. **PURPOSE:**
2. The Louisville and Jefferson County Metropolitan Sewer District (MSD) seeks a qualified Contractor to provide Cellular Distributed Antenna System (DAS) Solutions, and Support Service to the MSD Main Office building located at 1600 W. Hill Street, Louisville, KY.
3. The scope of this project is to design, procure equipment, install, test, troubleshoot, maintain, and service in accordance with the specifications.
4. The cellular signal coverage for data and telephone services shall provide connectivity service throughout the building.
5. The solution will provide a fixed-asset system within the building with annual support services.
6. Successful bidder (**Solution Provider**) shall provide support services for the DAS system after system installation and acceptance.
7. **BACKGROUND:**
8. MSD is in the process of moving into the new Main Office Building at 1600 W. Hill Street in Louisville, Kentucky. This building, while in close proximity to numerous cellular-towers, has attributes in its exterior materials that result in poor cellular phone connectivity for users inside the facility.
9. MSD desires to install a **cellular Distributed Antenna System (DAS)** that will provide excellent incoming and outgoing **5G cellular phone** **connectivity** for the user community that will be residing inside the building.
10. **BUILDING LAYOUT AND DAS SYSTEM LOCATIONS:**

The Hill Street facility has four floors, a basement, and a sub-basement mechanical area.

Attached to this bid are **two building diagrams**.

The **first diagram, titled “HDQ floor plans with MDF and IDF Locations** shows the current building layout on floors 1 through 4 and the basement floor. While there is some remodeling that will change portions of the floor layout, this document is suitable for DAS system planning and design.

The **second diagram, titled “HDQ building side view** shows a **side view** of the building, demonstrating the location of the capped roof penetration to be used for DAS system external antennas, the location of the DAS system head-end equipment in the MDF room, and the IDF wiring closets that will be used on each floor for horizontal connectivity for internal antennas.

1. **EXECUTION OF WORK:**
2. The Contractor shall comply with all federal, state, and local regulations.
3. Contractor’s staff must wear company shirt that displays company name or name badge while working on MSD site.
4. The Contractor shall provide all equipment and cabling to perform the work. All material shall be billed at contractor cost plus 10%. Copies of the contractor’s own purchase invoices reflecting the actual cost shall be submitted with the invoice.
5. The Contractor shall not subcontract to another company without prior approval from MSD.
6. Work shall be performed during MSD hours of operation, Monday through Friday (8:00 AM to 5:00 PM).
7. **BUILDING LAYOUT:**
	1. The building in scope is a 4-story building with a basement and smaller sub-basement that has little to no cellular coverage inside.
	2. The square footage of the building is ~135,000 square feet.
	3. There are two buildings on this property, but only the larger building is within the scope.
	4. This project will be considered completed when services are performed to the satisfaction of MSD IT staff.
	5. Cellular coverage on the outside of the building has been confirmed to be very strong with several provider antennas within visible range of the roof.
8. **DAS SYSTEM REQUIREMENTS:**
9. All equipment, cabling, installation services, and configuration will be provided by the vendor.
10. Any non-head-end system equipment required on any floor that is not an antenna will be rack-mounted equipment located in MSD-designated IDF/wiring closet.
11. All ethernet cable used in the project will be the RED in color.
12. Pathways for cabling will be designated by, and be the responsibility of, MSD IT Staff.
13. The solution MUST include coverage for the three major cellular providers:
	* AT&T
	* Verizon
	* T-Mobile/Sprint
14. Emergency services dialing must be available through all three carriers mentioned above
15. Solution Provider will submit test results of DAS system coverage and throughput through-out the facility after installation
16. The solution must NOT require the use of the MSD IT production network equipment
17. The solution must NOT use the production network cabling in place by MSD IT
18. The solution must NOT require the use of production switching or access points within the MSD IT Network
19. **DAS SUPPORT MODEL– Post Installation:**
20. The DAS Solution Provider will designate at least one Primary Point of Contact (POC) to be used as needed by MSD IT leadership for support of the system.
21. The DAS Solution Provider will provide support via phone to MSD’s Information Technology department **(MSD IT) 8** hours daily, **5** days a week**,** Monday through Friday from 8:00 AM to 5:00 PM, Eastern.
22. **MSD COORDINATION and Owner – Provided Items:**
23. MSD IT staff will be available for building access, design consultation, and testing during MSD’s normal business hours.
24. MSD will provide 4” collared roof and floor penetrations as pathway for cabling from external roof antennas to head-end equipment location on second floor.
25. MSD will provide 4” collared floor penetrations in each IDF/network closet to facilitate cabling from DAS system head-end equipment to each floor’s horizontal cabling of internal antennas
26. Building-supplied 120v power will be provided by MSD for head-end equipment and DAS system equipment located in IDF/wiring closets.

**Appendix A**

**Sample MSD Information Security Agreement**

This Information Security Agreement (“Agreement”), effective as of Click or tap to enter a date. (“Effective Date”), is entered into by and between Louisville and Jefferson County Metropolitan Sewer District (“MSD” or “Disclosing Party”) having its principal place of business at 700 West Liberty Street, Louisville, Kentucky 40203 and [NAME OF BUSINESS], a [STATE OF ORGANIZATION] [ENTITY TYPE] (“Recipient”) having its principal place of business at [ADDRESS].

WHEREAS, the Disclosing Party desires to disclose certain information to the Recipient, subject to the terms and conditions of this Agreement; and

WHEREAS, MSD utilizes the National Institute of Standards and Technology (NIST) Cybersecurity Framework for industry standard and best practices in regard to cybersecurity. This Agreement establishes requirements to ensure that Recipient utilizes practices that are consistent with MSD’s.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

1. **DEFINITIONS:**
	1. “Encryption” means the conversion of data using technology that: Meets or exceeds the level adopted by the National Institute of Standards Technology as part of the Federal Information Processing Standards, and renders the data indecipherable without the associated cryptographic key to decipher the data.
	2. “Personal Information” means an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account; or

A Social Security Number: or a taxpayer identification number that incorporates a Social Security Number; or

A driver’s license number, state identification card number, or other individual identification number issued by any state agency; or

A passport number or other identification number issued by the United States government; or

Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.

* 1. “Confidential Information” means MSD’s proprietary, financial, or private information that could result in financial or organizational harm if improperly disclosed.
	2. “Security Breach” means the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of data or systems that may compromise the security, confidentiality, or integrity of personal or confidential information.
	3. “Workstations” means all desktops, personal computers, tablets, laptops, and devices that access MSD data and systems.
1. **APPLICABLE LAWS**

Kentucky Revised Statute 61.931 through 61.934 governs Personal Information Security and Breach Investigations.

1. **INFORMATION SECURITY PROGRAM**

Recipient shall actively maintain a documented Information Security Program that abides by applicable laws, regulations, and industry best practices that refer to NIST, ISO, or COBIT). Recipient shall ensure that all of its employees are trained on Program requirements, processes, and tools. Recipient shall notify MSD when they are unable to meet security requirements so applicable risk mitigation measures can be established. The Program shall meet the requirements specified in this agreement and provide the following for MSD data and systems: security, confidentiality, integrity, protection against any external or internal threats, and prevention of any unauthorized access, deletion, modification, or distribution of data.

1. **ACCESS MANAGEMENT**

Recipient shall follow the subsequent requirements at all times:

1. All access to MSD data or systems will be done through an approved secured connection; and
2. User access to data or systems should be restricted to only what is needed to perform their duties (i.e., Least Privilege); and
3. Actively manage access to MSD data and systems including removing and updating access as personnel change or are terminated; and
4. Document procedures for managing and monitoring user access to MSD data and systems; and
5. Access to MSD systems or data require unique user IDs identifying individuals and no shared IDs are allowed; and
6. Only allow authorized or approved individuals access to MSD data or systems; and
7. External access to MSD data and systems will be done through multi-factor authentication; and
8. Passwords shall contain a minimum of 12 characters and include a numeric character and special character; and
9. Passwords shall expire every ninety (90) days or less; and
10. User IDs shall be deactivated after no more than 5 attempts; and
11. Be responsible for confidentiality of passwords and shall not share passwords with others; and
12. Any lost, stolen, or compromised credentials shall be reported to MSD within 24-hours of discovery.
13. **WORKSTATIONS**

Workstations shall be located in a secure physical location. The workstation shall be password protected in a manner consistent with the requirements specified in the Access Management Section of this agreement. Workstations shall lock after ten minutes of inactivity. Workstations shall be equipped with current and active anti-virus and anti-malware software.

MSD may remove or request removal of any workstation in violation of this agreement.

1. **SERVER AND NETWORK SECURITY**

The following requirements apply to all networks or servers where MSD data and systems are accessed:

1. Recipient shall have network-based intrusion detection and prevention capabilities. This includes network intrusion detection and prevention tools that are Internet-facing and reside within a Demilitarized Zone (DMZ) that is inside internal trusted networks to detect attempted attacks against MSD systems; and
2. Recipient shall perform routine (at least quarterly) scans for intrusions and unauthorized changes; and
3. Recipient shall perform maintenance to servers and equipment hosting MSD data and systems over a secured, protected network; and
4. All servers with MSD data and systems shall have current and active anti-virus and anti-malware software and virus definition; and
5. Recipient shall have firewall protection for web and application on servers housing MSD data and systems; and
6. Recipient’s application architecture shall ensure that an unauthorized person who has gained control of a web server cannot download data.
7. **Security Breaches**

Recipient shall maintain a documented Security Breach Action and Response Plan. The Security Breach Action and Response Plan shall be available to MSD upon request.

Recipient shall notify MSD infosec@louisvillemsd.org of actual or potential Security Breach within 24 hours of discovery.

Immediately upon discovery, all security breaches shall be investigated fully including identify root cause and impact of breach.

A documented, post-incident security breach assessment shall be provided and approved by MSD within seven days of root cause and impact identification.

The Recipient is responsible for all costs and expenses related to the security breach including, but not limited to the professional services related to investigation, assessment, remediation and recovery, fines or legal fees, notifications sent to affected parties, and purchasing of credit and/or identity monitoring services.

1. **DEDICATED SYSTEMS AND SOFTWARE and encryption**

All MSD Data shall be maintained in a physically and logically secured environment that protects from any unauthorized access or modification. Recipient shall not utilize technology resources allocated to MSD data or systems for any other client. Recipient shall encrypt when transmitting or communicating MSD data using AES-256 encryption unless a lower standard is approved by MSD in writing. All MSD Personal Information and Confidential Information shall be encrypted while in any storage or backup medium. All data or systems should be considered Confidential if not known or specified. Recipient’s portable devices (laptops, tablets, and mobile devices) containing MSD data shall utilize full disk encryption. Storage of MSD data should not be done on any removable media such as thumb drives, DVDs, CDs, zip drives, 8-tracks, etc. Storage of passwords in database must be one-way hashed.

1. **Physical Security and Employee Background Checks**

The following provisions apply to Recipient’s physical offices or data centers host that access MSD data or systems.

Any Data Center facility hosting MSD data or systems shall meet the standards for tier/rated 3 or 4 data centers as specified by the most current revision of the ANSI/TIA-942 standard

Recipients shall develop and implement a physical security control plan. The plan shall at a minimum address: alarm systems, access controls for business and non-business hours, visitor access procedures, security guards, video surveillance, fire suppression, secure disposal of data and records. Additionally, the plan shall limit staff access to only prior approved staff, access shall be limited to key card or biometric access, and the facility access shall be logged, and the log shall be maintained for at least 6 months.

Recipient shall ensure employees working with MSD data and systems have successfully completed a background check and these employees have had no convictions related to any felony, theft, or cyber-related crimes. These employees shall have proper identification (passport or driver’s license).

1. **SECURITY SCANS**

Recipient shall conduct security vulnerability scans of the systems and networks where MSD data or systems reside. The results of the security scan shall be provided to MSD upon request.

1. **security logging**

Recipient shall maintain sufficient security logs to identify all actual or potential security incidents. Logs shall be maintained in accordance with NIST standards and retained for at least 6 months.

Recipient shall provide MSD with security logs for MSD-related data and systems when requested.

1. **SYSTEM MAINTENANCE**

Recipient shall have a documented procedure for security patch deployment to protect against known security vulnerabilities. Procedures shall be made available to MSD upon request. All security patches shall be deployed within twenty working days of becoming aware of the vulnerability.

Recipient shall have a documented escalation procedure in the event of security compromise or data breach. Any software delivered to MSD shall be free from known security vulnerabilities.

Planned outage windows shall be negotiated and coordinated with MSD in writing. At a minimum MSD shall have thirty (30) days’ notice of the planned outage.

1. **Return or Destruction of Confidential Information**

Upon the expiration [or termination] of this Agreement, or at the Disclosing Party's request at any time during the term of this Agreement, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed.

1. **Survival; Order of Precedence**

This Agreement shall survive the expiration or termination of any contract between Recipient and the Disclosing Party. However, upon expiration or termination of the contract, the Recipient shall request in writing that this Agreement be terminated and demonstrate that the requirements of paragraph 13 are met. In the event the provisions of this Agreement conflict with any provision of any contract, or contract warranties, scope of service, service level agreement, support contract, or any other document between MSD and Recipient, the provisions of this Agreement shall prevail.

1. **Audit Right**

At any time during the term of this Agreement and for a period of 5 year[s] from the date of expiration or termination of this Agreement, at the Disclosing Party's request, the Recipient shall provide to the Disclosing Party or its designated agents full access to the Recipient's premises to inspect and audit the relevant books, records, procedures, and practices of the Recipient to verify the Recipient's compliance with the terms and conditions of this Agreement. The Disclosing Party shall conduct an audit only during the Recipient's normal business hours and in a manner that does not unreasonably interfere with the Recipient's business operations.

1. **Indemnification**

The Recipient shall defend, indemnify, and hold harmless the Disclosing Party, its affiliates, officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third party claim, suit, action, or proceeding arising out of or resulting from a material breach of any representation or warranty or from any negligent act or omission or willful misconduct with respect to obligations set forth in this Agreement by the Recipient or its affiliates, officers, directors, employees, agents, successors, and permitted assigns.

1. **CYBER INSURANCE**

During the term of this Agreement, Recipient shall maintain coverage with minimum limits of $5,000,000 per claim and $10,000,000 in the aggregate that provide first party and third-party coverages related to:

* Network security.
* Personal information and privacy
* Denial of service
* Loss or compromising of data.

Such coverages must, at a minimum, cover costs related to:

* Forensic services
* Data recovery efforts
* Business interruption
* Liability resulting for third party claims or regulatory fines or penalties.
* Compliance with regulatory requirements
* Public relations/crisis management
* Call centers, notifications, credit monitoring, and identity restoration services.
1. **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. Any legal action or suit brought pursuant to this Agreement shall be brought before the Jefferson County, Kentucky courts and shall be tried by the Court sitting without a jury. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising hereunder.

1. **Entire Agreement**

This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

1. **Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

|  |  |
| --- | --- |
|   | [DISCLOSING PARTY NAME] |
|   | By ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: James A. ParrottTitle: Executive Director |

|  |  |
| --- | --- |
|   | [RECIPIENT NAME] |
|   | By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**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:

Notary Identification No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Contractor Information Form

Louisville and Jefferson County

Metropolitan Sewer District

Finance Division

**1. Contractor Information**

|  |  |
| --- | --- |
| 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)(must be in good standing)*** |  |
| 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 the 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Officers** | **Position** |
| **1.**  |  |
| **2.**  |  |
| **3.**  |  |
| **4.**  |  |
| **5.**  |  |

|  |
| --- |
| **Parent Company or Related Subsidiaries** |
| **1.**  |
| **2.**  |
| **3.**  |
| **4.** |
| **5.** |

**2. Financial Information**

Attach one or more of the following: ***Submit information under evaluation criteria, section 1. Financial Stability.***

Mark the financial statement as "Confidential and/or Proprietary". To the extent permitted by the Kentucky Open Records Act, MSD will not disclose these records.

**3. Performance Information**

Provide information relative to your company's experience and references. List clients who have used your company's services for similar types of work within the last five years. ***Submit Information under evaluation criteria, section 6 Personnel Qualification and Experience and Section 7 References.***

**4. Equipment Information**

Provide a list of equipment relevant to this Invitation to Bid owned by your company on the attached equipment list. Attach a separate sheet if necessary.

**5. Employee Information**

|  |  |
| --- | --- |
| Total Number of Employees: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| No. of Permanent Office Staff: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| No. of Management Staff: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| No. of Permanent Field Employees: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| No. of Seasonal Field Employees: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

Please list names of key supervisory personnel and the project manager. The project manager must have the responsibility and authority to act on behalf of the company matters relating to the proposed project(s).

|  |  |
| --- | --- |
| **Key Personnel** | **Position** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Attach copies of each person's resume for review.**

**6. Safety and Insurance Data**

**Attach a copy of your Certificate of Insurance.**

List the name of the individual responsible for your Company's safety program. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is a job-site representative assigned safety responsibility? If yes, who? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provide a copy of the company's Lock-out and Tag-out Procedures.

Provide the following Worker's Compensations Employer Modification Rate (EMR) information:

|  |  |  |
| --- | --- | --- |
| Interstate EMR for the three most recent years: | 20\_\_\_\_ |   |
|  | 20\_\_\_\_ |   |
|  | 20\_\_\_\_ |   |

If your EMR is exactly 1.0 for any of the years listed, please explain. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Please attach a copy of the last (3) years OSHA 300 Injury & Illness logbook.

Please list any OSHA inspections and/or citations received within the last three (3) years.

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Does your company have a written safety program? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, please provide a copy of the safety plan.

Does your company have a Confined Space Entry Program? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, please provide a copy of the program.

Do you conduct job site safety audits? If so, with what frequency? Yes \_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Does your company have a written Alcohol and Drug Testing Program? Yes \_\_\_\_\_\_\_\_\_No \_\_\_\_\_\_\_\_\_\_

Do you have a site safety meeting for:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Yes | Frequency | No |
| Supervisors |  |  |  |
| Employees |  |  |  |
| New Hires |  |  |  |
| Subcontractors |  |  |  |

Is your company qualified to perform and Code (professionally certified or licensed) work? Do any employees within the company hold any special licenses or certifications? If so, list below:

|  |
| --- |
|  |
|  |
|  |
|  |
|  |

Are any of your employees certified HAZWOPER's (Emergency Response)? If yes, list the level of training:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**7. Training**

Does your company conduct any special training programs either in house or from outside training agencies, or does any employee have any special training? if so, list below:

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**8. General Information**

Does the company agree to abide by the Equal Employment Opportunity Reporting Requirement? Yes\_\_\_\_No\_\_\_\_\_

Attach a copy of the company’s matrix of employment statistics and goals.

Will the company abide by MSD’s Code of Conduct as described in this Invitation to Bid? Yes\_\_\_ No\_\_\_

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Does the company have an Affirmative Action Policy or Program in place? Yes\_\_\_\_\_\_\_\_ No\_\_\_\_\_\_\_\_\_\_

Can the company provide the required services for the time period designated in this Invitation to Bid?

If not, describe the limitation. Yes\_\_\_\_\_\_ No\_\_\_\_\_\_

**Include any information believed to be pertinent but not specifically required elsewhere in this Invitation to Bid.**

**9. Acknowledgment**

**By signature and submittal of this form, the contractor affirms that the provided information represents a true and accurate depiction of the company’s state and stature.**

**Authorized Representative**

**Signature**  **Date**

**Title**

State of )

 )SS

County of )

I, the undersigned, 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/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that he/she 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:

Notary Identification No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Campaign Finance Affidavit

COMMONWEALTH OF KENTUCKY,

COUNTY OF JEFFERSON

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having been duly sworn, hereby state:

1. I am the responsible person for the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Consultant”).
2. I have personal knowledge of the statements made herein and authority to bind the Consultant.
3. The Consultant is submitting on the date hereof, a Proposal in response to a Request for Proposal (RFP) issued by the Louisville and Jefferson County Metropolitan Sewer District (“MSD”), dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for consulting services as described herein, and with consideration of any addenda, amendments, and/or written responses to inquiries written subsequent thereto.
4. The Proposal contains accurate, factual, and complete information.
5. The Consultant acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal, any other documents prepared and submitted in response to the RFP, and any negotiation which may result therefrom shall be borne exclusively by the Consultant.
6. All material submitted in response to this RFP shall become the property of MSD upon delivery.
7. The Consultant declares that this Proposal is made without connection with any other person, firm or parties who have submitted a Proposal and that it has been prepared and has been submitted in good faith and without collusion or fraud.
8. The Consultant acknowledges and agrees that MSD may modify, amend, suspend, and/or terminate the procurement process in its sole discretion. In any case, MSD shall not have any liability to the Consultant for any costs incurred by the Consultant with respect to the procurement activities described in the RFP.
9. The Consultant acknowledges and hereby accepts all administrative requirement of the RFP, any by submission of its Proposal, hereby agrees that, if selected for a contract with MSD to provide professional or personal services, for the term stated herein, will comply with MSD’s Terms and

Conditions, Equal Employment Opportunity Reporting Requirement and MSD Code of Conduct, all of which will be part of the Consultant’s contract with MSD.

1. The Consultant hereby declares that neither the Consultant, nor any key personnel identified by the Consultant in its Proposal, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky applicable to the Consultant or to any such key personnel.

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who acknowledged that he/she did sign the foregoing Affidavit and that the same was the act and deed of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Consultant)

on the \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

Notary Identification No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Cost Proposal

Supplier Diversity 10% Bid Discount shall be assigned to eligible MBEs and WBEs during price evaluation

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:

HDQ DAS SYSTEM PRELIMINARY

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Number of Months** | **Monthly Rate** | **Total Cost** |
| Hardware/Equipment (Flat Fee) | One-Time | $ \_\_\_\_\_\_\_\_\_\_\_ | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Design/Installation/Testing Cost (Flat Fee) | One-Time | $ \_\_\_\_\_\_\_\_\_\_\_ | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Annual Maintenance Cost | 12 | $ \_\_\_\_\_\_\_\_\_\_\_ | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | **Grand Total** | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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.

**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.

**Proposal Page 2 of 2**

**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**:

# Conformance to specifications

SUBMITTAL REQUIRED - SEE THIS SECTION UNDER “BID EVALUATION” for INSTRUCTIONS

**EXCEPTION FORM**

If there are no exceptions to MSD’s specifications, bidder **must state in writing** “NO EXCEPTIONS.”

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

If the bidder is taking exceptions to MSD’s specifications, the bidder must itemize those exceptions below, indicating section numbers/pages where appropriate. Note: Exceptions to the specifications may result in the bid being declared non-responsive, dependent upon the number and degree of exceptions.

|  |
| --- |
| **Exception #1:** |
| **Exception #2:** |
| **Exception #3:** |
| **Exception #4:** |
| **Exception #5:** |

 **THIS SUBMITTAL MUST BE RETURNED WITH THE BID IN ORDER TO PROPERLY EVALUATE THE BID AND AWARD POINTS.**

 **The Total maximum possible points for this category = 15 Points**