

INVITATION TO BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420; until 3:00 p.m. (CST), on the 15th day of December at which time the bids will be opened and considered for the purchase of the following:

LABOR SERVICES AND EQUIPMENT FOR HENDERSON WATER UTILITY

Specifications and Instructions to Bidders may be obtained at the above address of the office of the Henderson Water Utility. Or online at
http://www.hkywater.org/htm_procurement/bid_home.htm

The Water and Sewer Commission reserves the right to accept or reject any or all bids in whole or in part and to waive informalities and/or technicalities in the bids. Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R. S. 45A.455 are absolutely prohibited.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS: As used herein:

- a.** The term “solicitation” means Invitations for Bids (IFB) and Requests for Proposals (RFP).
- b.** The term “offer” means bid or “proposal”.

2. PREPARATION OF OFFERS:

- a.** Offerors shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the offeror’s risk.
- b.** Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain an offeror’s own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.
- c.** Each offeror shall furnish the information required by the solicitation on the bid forms included herein. The offeror shall sign the solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. Erasures or other changes shall be initialed in ink by the person signing the offer. Approved electronic format may also be accepted.
- d.** Any explanation or statement which the vendor wishes to make concerning the bid shall be written separately and independently of the proposal or bid, attached to the bid form, and placed in the envelope with the bid. Any such statement or explanation must refer to the bid submitted and shall also be signed by the vendor.
- e.** Unit price for each unit offered shall be shown and such price shall include packing and delivery to HWU unless otherwise specified within the Bid Form. Fuel Surcharges and any other miscellaneous charges should be included in the unit price. A total shall be entered in the amount column of the schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price shall govern.
- f.** Cash discounts shall not be considered in making the award of the contract.
- g.** Trade discounts shall be deducted by the vendor in calculating the unit price quoted, unless otherwise stated.
- h.** Offers for supplies or services other than those specified shall not be considered unless authorized by the solicitation.
- i.** Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; One week is 7 days; One month is 28 days.

3. OFFEROR CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings, specifications, etc., **shall be requested in writing to the Purchasing Manager not less than seven (7) calendar days prior to the bid opening date.** Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective offeror concerning a solicitation shall be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation, or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS:

Receipt of an addendum to a solicitation shall be acknowledged by the offeror. Such acknowledgement shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

5. PROTEST PROCEDURES

a. Protests prior to bid opening:

Any protests, prior to bid opening must be submitted in writing and received by HWU at least ten (10) calendar days prior to bid opening. This ten (10) calendar day deadline may be waived by the HWU Manager for good cause shown. The HWU Manager will issue a response to the protest no later than five (5) calendar days after receipt of the protest. The response shall be in writing and set forth the reasons for the response.

Upon receipt of a protest, the HWU Manager will immediately determine if the bid opening should be postponed. If the bid opening is postponed, HWU will notify all prospective bidders who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed. Upon issuance of its response to the protest, HWU will issue an appropriate addendum rescheduling the bid opening.

b. Protests after bid opening:

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by HWU within five (5) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by HWU under contract provisions or other remedies, if available.

Protests submitted to HWU shall:

- (a) Include the name and address of the protestor.
- (b) Identify clearly the procurement under which the protest is being submitted.
- (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- (d) Indicate the action, ruling or relief desired from HWU.

The HWU Manager will review the protest and render his or her decision in writing within five (5) calendar days of receipt of the protest, setting forth reasons for his or her decision.

HWU is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of the HWU Manager as to protests shall be final and conclusive, unless, within five (5) calendar days of the date a decision was rendered by the HWU Manager, a written appeal of the same is submitted by the bidder to the Water and Sewer Board of Commissioners. Any appeal to the Board of Commissioners shall include:

- (a) A statement of the grounds for review and any supporting documentation.
- (b) A copy of the protest filed with HWU and a copy of the HWU Manager's decision.

If the appeal is submitted prior to award of a contract, HWU will not award until the matter is resolved. If the contract has been awarded prior to the appeal, the contractor shall proceed diligently with the performance of the contract.

6. SUBMISSION OF OFFERS:

- a.** Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the opening hour and date specified in the solicitation, the solicitation number, and the name and address of the offeror on the face of the envelope(s).
- b.** Telegraphic or facsimile offers shall not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic or facsimile notice, if such notice is received prior to the hour and date specified for receipt. Telegraphic or facsimile modifications shall not mention unit prices or total price; but shall only refer to percentage change or numerical change (i.e., reduce unit price of item 1 by \$1.00).
- c.** Samples of items, if required, shall be submitted within the time specified, and not unless otherwise specified, at no expense to HWU. If not destroyed by testing, samples shall be returned at the offeror's request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.

7. MODIFICATION OR WITHDRAWAL OF OFFERS:

Offers may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of offers. An offer may also be withdrawn in person by an offeror or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

8. LATE OFFERS AND MODIFICATIONS:

Offers and modifications of offerors received at the office designated in the solicitation after the exact hour and date specified for receipt shall not be considered for an award of contract, UNLESS:

- a. No bids are received other than the late bid; and
- b. The need of an agency is determined to preclude the re-solicitation of bids.

9. MULTIPLE AND ALTERNATE BIDS:

Bidders shall submit one response only to the solicitation and shall not propose more than one price, model, and brand for each bid item. Multiple or alternate bids offering more than one bid price in total (or by line-item) shall be cause for rejection unless specifically called for in special provisions provided elsewhere in the solicitation.

10. AWARD OF CONTRACT:

- a. It is the intent of HWU to award this contract to multiple responsible vendors. The responsible vendor with the lowest anticipated cost for the job will be offered the job first: if that vendor is not able to provide service, the next lowest bidder will be contacted.
- b. The lowest anticipated cost of each job will be calculated by the HWU job supervisor listing the services and associated equipment required for the job and, using the bid tabulation, determining the single vendor which can provide all services and equipment at the lowest cost to HWU. If there is no single vendor which can provide all services/equipment, the supervisor will choose additional vendors from the bid list as necessary.
- c. This bid does not require an individual bid on all bid items.
- d. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.
- e. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work

covered by either order or contract and he further agrees to indemnify and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility from suits or actions of every nature and description brought against it, for on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.

- f. The awarded contract shall agree to offer the prices and the terms and conditions offered herein to any municipality, county or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions in Western Kentucky area who wish to participate in a cooperative purchase program with Henderson Water Utility. Other agencies will be responsible for entering into separate agreements with the Contract and for all payments thereunder.
- g. The successful bidder(s) shall be awarded a contract effective for one calendar year, beginning the day after the Henderson Water and Sewer Commission awards bid.
- h. With mutual agreement between HWU and the bidder(s), the contract may be extended in one-year increments, up to a maximum contract time period of three (3) years, provided the price of any bid item does not increase more than 5% from that of the previous year.

A written award mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a contract without further actions by either party.

11. KENTUCKY / INDIANA SALES AND USE TAXES:

Sales of tangible personal property or services to HWU are not subject to state sales or use taxes. Henderson Water Utility's Kentucky/Indiana sales tax exemption number will be provided to the successful bidder(s).

12. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Any contracts or orders placed as a result of the offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R.S. 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of K.R.S. 45A.455 are complied with fully.

A City of Henderson occupational license is required for all vendors servicing accounts within the City of Henderson. Information regarding the business license can be obtained by calling the business license office at 270-831-1200. Vendors will be allowed ten (10) days after award of bid to submit a copy of their current business license to the Purchasing Manager.

13. CONTRACT MODIFICATIONS:

During the period of the contract, no modification shall be permitted in any of its conditions and specifications unless the contractor receives written approval from the Purchasing Manager.

If the contractor finds at any time that existing conditions make modification in requirements necessary, he shall promptly report such matter to the Purchasing Manager for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

14. SELLER'S INVOICES:

Invoices should be submitted to HWU on a weekly, bi-monthly, or monthly basis. For budgeting purposes, it is necessary that invoices be submitted in a timely manner following the work being done.

It is desired that invoices be divided or subtotaled according to HWU locations / jobsites.

Invoices shall be prepared and transmitted to HWU at the provided address. Invoices shall contain, at a minimum, the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

Invoices shall be submitted with the following information

- The location that the work was done
- Date the work was done
- Hours on the job
- Name of HWU personnel requesting the work

HWU is a municipality and invoices are processed for payment not less than once per month. Terms are net 30.

15. PRECEDENCE OF PROVISIONS:

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Special Conditions; (b) Solicitation Instructions and Conditions; (c) General Conditions; (d) other provisions of the contract, whether incorporated by reference or otherwise and (e) the specifications.

16. INSURANCE

Contractors, including all Subcontractors, furnishing labor, and/or equipment under this requirement shall carry the following insurance in addition to all insurance required by law. Valid certificates of insurance shall be furnished to the Owner prior to the Contractor causing any work to begin.

A. Workman's Compensation	Statutory
B. Broad Form Comprehensive General Liability including coverage for Bodily Injury, Personal Injury, Broad Form Property Damage (No deductible clauses are acceptable for these coverages), and Independent Contractors (Subcontractors)	\$1,000,000 Combined Single Limit
C. Comprehensive Automobile Liability, including Hired Car and Employer's Non-Ownership Liability Coverage.	\$1,000,000 Combined Single Limit
D. Endorsement naming as additional insured "The Henderson Water and Sewer Commission, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."	
E. Endorsement that Contractor's insurance coverage shall be primary insurance as respects HWU. Any insurance or self-insurance maintained by HWU shall be separate from Consultants insurance and shall not contribute with it.	
F. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Henderson Water Utility, 111 Fifth Street, Henderson, KY 42420.	

BID FORM

PROJECT IDENTIFICATION: Labor Services and Equipment Bid
Henderson Water Utility
Ref# 201017_ITB_LABORSERVICES

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, KY 42420

CONTACT INFORMATION: All questions regarding this bid solicitation should be directed to the Purchasing Manager, Kathy Ambrose as per item #3 in the Solicitation Instructions and Conditions.

DATE REFERENCES: December 8, 2009: Last day for bid clarifications
December 15, 2009: Bid Closing 11:00 a.m.
December 21, 2009: HWU Board Meeting (official award requested)
December 22, 2009: Date contract becomes effective
December 21, 2010: Contract expires

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish equipment as specified or indicated in the Bid Documents and Specifications for the Bid Price(s) and in accordance with the other terms and conditions of the Bid Documents and Specifications.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and the Bid Documents and Specifications. This bid will remain subject to acceptance for ninety days after the day of bid closing.
3. Page 9 through 18 of this bid document shall be included with the bid submittal.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Specifications, and all conditions, laws and regulations that in any manner may affect cost, or furnishing the equipment required.

- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER. Bidder acknowledges and certifies by submission of his bid that all the provisions and statutes of K.R.S.45a.465 are complied with fully.

SPECIFICATIONS

The purpose of this bid is to provide HWU a source of labor and equipment to accomplish projects that are small and generally have a labor/equipment cost less than \$20,000 each. This bid shall not be used to contract services for any capital project falling under prevailing wage requirements, unless it meets specific exemptions allowed by the U.S. Department of Labor for these types of services.

1. Rates

- a. **Billing time:** the vendor shall charge HWU beginning at the time that they arrive at the job location and ending when they leave the job location. Travel to and from the job-site shall not be billed to HWU. All HWU job sites will be located within Henderson County.
- b. **Minimum hours:** each vendor may stipulate a minimum number of hours per JOB (not per day) in the bid document.
- c. **Regular:** the regular rate will be charged when the employee works Monday through Friday with the exception of holidays
- d. **Weekend:** the weekend rate will be paid if the employer pays the employee a premium for weekend work. The weekend rate may be charged only when HWU requests that work be done on a Saturday or Sunday.
- e. **Holiday:** The holiday rate will be paid if the employer pays the employee a premium for holiday work. Holidays are considered as follows: New Year's Day, Martin Luther King Jr. Birthday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. The holiday rate may be charged only when HWU requests that work be done on a holiday.
- f. **Overtime:** It is HWU's intention to avoid situations which will be charged at a rate other than those listed above. If extenuating circumstances exist, HWU may agree, in advance, to be invoiced at no more than 1 ½ times the regular rate for overtime charges.

2. Tools

- a. It is expected that for each service contracted, the bidder will furnish all essential tools for the work requested. If special tools are required to perform the work requested, HWU should be notified and approve any additional cost in advance of the work beginning.
- b. Vendor tools which are lost or damaged by vendor's employees are not reimbursable by HWU.

3. Equipment

- a. All equipment prices shall include delivery to and from the jobsite as well as all costs associated with the operation of the equipment.
- b. Operators of equipment shall have the appropriate certification and permits required for their particular piece of equipment.
- c. Repairs to vendor equipment which is damaged by vendor's employees while on HWU jobsite are not the reimbursable by HWU.

4. Permits

- a. The bidder shall obtain any permits or authorizations necessary for the work requested by HWU. HWU will reimburse the vendor for these costs when the appropriate documentation is attached to the invoice for services.

5. Additional Costs to HWU

- a. Materials, additional tools, or equipment rented by the vendor for a project will be agreed upon in advance by HWU and will be purchased and paid for by the vendor. The vendor will include the costs on their invoice and attach appropriate documentation of the charges to their invoice. In no case will the HWU's tax exemption status or active bid contracts be used for purchases made by the vendor.

6. Disposal of Materials

- a. Any and all materials removed from HWU jobsites shall be disposed of in accordance with all current federal, state, local, and EPA guidelines. HWU personnel may request that a verification of disposal method be provided prior to an invoice being processed for payment.

7. Safety

- a. Vendor shall provide all equipment necessary to ensure the safety of their workers, per OSHA recommendations, at no additional cost to HWU.
- b. Confined space equipment, if required for the job, shall be provided by the vendor at no additional cost to HWU. It is the vendor's responsibility to notify the appropriate emergency personnel of entry into and out of a confined space situation.

BID FORM

Laborer

(Including all essential tools)

Minimum hours per job? _____

Price per hour

Regular time

\$ _____

Overtime

\$ _____

Holidays

\$ _____

Carpenter

(Including all essential tools)

Minimum hours per job? _____

Price per hour

Regular time

\$ _____

Overtime

\$ _____

Holidays

\$ _____

Concrete Finisher

(Including all essential tools)

Minimum hours per job? _____

Price per hour

Regular time

\$ _____

Overtime

\$ _____

Holidays

\$ _____

Concrete Mason

(Including all essential tools)

Minimum hours per job? _____

Price per hour

Regular time

\$ _____

Overtime

\$ _____

Holidays

\$ _____

Job Supervisor

(Including all essential tools)

Minimum hours per job? _____

Price per hour

Regular time

\$ _____

Overtime

\$ _____

Holidays

\$ _____

Job Superintendent

(Including all essential tools)

Minimum hours per job? _____

Price per hour

Regular time

\$ _____

Overtime

\$ _____

Holidays

\$ _____

Licensed Plumber

(Including all essential tools)

Minimum hours per job? _____

Price per hour

Regular time

\$ _____

Overtime

\$ _____

Holidays

\$ _____

EQUIPMENT

TRACKHOE WITH OPERATOR				
Model	Size	Regular Time	Over Time	Holidays
Minimum hours per job =				

BACKHOE WITH OPERATOR				
Model	Size	Regular Time	Over Time	Holidays
Minimum hours per job =				

DUMP TRUCK WITH OPERATOR <i>(this rate does not pertain to "hauling")</i>				
Model	Size	Regular Time	Over Time	Holidays
Minimum hours per job =				

ROAD GRADER WITH OPERATOR				
Model	Size	Regular Time	Over Time	Holidays
Minimum hours per job =				

DOZER WITH OPERATOR				
Model	Size	Regular Time	Over Time	Holidays
Minimum hours per job =				

PAVEMENT BREAKER WITH OPERATOR				
Model	Size	Regular Time	Over Time	Holidays
Minimum hours per job =				

<i>Vacuum Truck with 2 man crew</i>				
Model	Size	Regular Time	Over Time	Holidays
Each additional crewmember/hr				
Minimum hours per job =				

<i>Equipment plus Operator to move HWU Excavator</i>				
Model	Size	Regular Time	Over Time	Holidays
Minimum hours per job =				

Note: This bid shall not be used to contract services for any capital project falling under prevailing wage requirements, unless it meets specific exemptions allowed by the U.S. Department of Labor for these types of services.

SIGNATURE PAGE

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicate by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

