

INVITATION TO BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids, in duplicate, at its office at 111 Fifth Street, Henderson, Kentucky 42420; until Tuesday, December 6 at 1:00 p.m. at which time the bids will be opened and considered for the purchase of the following:

NWTP FILTER BUILDING ROOF REPLACEMENT 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 at the company website www.hkywater.org. Questions regarding this bid should be directed to the Purchasing Manager, Kathy Ambrose, at 270-869-6609.

Bidders must complete a pre-bid walk through prior to bid submission. Contact Josh Thompson, Chief Operator (270) 826-2421 for a walk through appointment.

Each bid must be accompanied by a separate envelope containing a bidder's security bond in a sum equal to five percent of the full amount of the bid, executed by the bidder as Principal and by a surety company authorized to do business in this State, conditioned that if the Principal's bid be accepted and the Contract awarded to the principal, within ten days after notice of award, will execute and effect a Contract in accordance with the terms of the Principal's bid.

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”.
- c. “Non-resident bidder” is defined by KRS 45A-494(3).
- d. “Resident bidder” is defined by KRS 45A-494(2)
- e. “Qualified bidder” means Kentucky Industries for the Blind, Incorporated; any non-profit corporation that furthers the purposes of KRS Chapter 163; or a qualified non-profit agency for individuals with severe disabilities as described in KRS 45A.465(3)

2. PREPARATION OF OFFERS:

- a. Bidders shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the bidder’s risk.
- b. Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain a bidder’s own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.
- c. Each bidder shall furnish the information required by the solicitation on the bid forms included herein. The bidder 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. BIDDER CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by a bidder 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 or as outlined in the Bid Form.** Oral explanations or instructions given before the award of the contract shall not be binding. Any clarifying information given to a prospective bidder concerning a solicitation shall be furnished to all prospective bidders through a clarification posted on the HWU website, or as an amendment of the solicitation (if there was a change in the scope of the bid), which would also be posted on the HWU website and would also include an amended bid form. **VENDORS WILL NOT BE NOTIFIED INDIVIDUALLY OF CLARIFICATIONS/AMMENDMENTS TO THE BID.** All information pertaining to the bid will be posted on the HWU website www.hkywater.org.

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS:

Receipt of an addendum to a solicitation shall be acknowledged by the bidder and the bid shall be submitted on the bid form which is noted as AMENDED. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

5. SUBMISSION OF OFFERS:

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The bidder shall show the opening hour and date specified in the solicitation, the solicitation number, and the name and address of the bidder 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 bidder'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.

6. MODIFICATION OR WITHDRAWL 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 bidder 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.

7. LATE OFFERS AND MODIFICATIONS:

Offers and modifications of bidders 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.

8. 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.

9. AWARD OF CONTRACT:

- a. Best Value – Ranking Approach

HWU intends to award a Contract to the Vendor, whose offer, conforming to the Solicitation, is the most advantageous on the basis of “best value” for all products, services, and requirements contained herein.

Measurable Criteria:

Price 100 Points

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. **VENDOR SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET.** If adequate space is not available, the Vendor must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Vendors responding with less than the minimum Best Value requirements in this Solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information may impact the evaluated points awarded to the Vendor.

Best Value scoring is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).** In order to receive these preferences, qualified vendors **MUST** return the completed forms with the bid document.

- b. 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.
- c. 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 or 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.

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

Kentucky Preference Laws

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

Reciprocal preference for Kentucky resident bidders

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

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

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

KRS 45A.492 Legislative declarations.

The General Assembly declares:

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

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

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

used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

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

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

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

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

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

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

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsible and ineligible for award.

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).

Henderson Water Utilities sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

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 business 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. CONFLICTS OF INTEREST – Gratuities and kickbacks – Use of confidential information (KRS 45A.455)

- a. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - (a) He, or any member of his immediate family has a financial interest therein; or
 - (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

- b. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
- c. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- d. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
- e. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

15. 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.

16. SELLER'S INVOICES:

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.

HWU is a municipality and invoices are processed for payment not less than once per month. Regardless of any stipulations attached by vendor, HWU terms are net 30 after:

- a. If this is a contract which will generate several individual Purchase Orders, each Purchase Order will be paid at its' completion.
- b. The invoice, when received, must have the correct pricing or have a credit memo issued. HWU will not process any invoices "short-paid".

17. 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) Solicitation Instructions and Conditions; (b) General Conditions; (c) other provisions of the contract, whether incorporated by reference or otherwise and (d) the specifications.

18. 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 HWU 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: NWTP FILTER BUILDING ROOF REPLACEMENT

Henderson Water Utility
Ref# ITB_201110_WTPROOF

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, Kentucky 42420
December 6, 2011 1:00 p.m.

1. Questions regarding this bid should be directed to the Purchasing Manager, Kathy Ambrose at 111 Fifth Street, Henderson, KY 42420 (270) 869-6609, ambrosek@hkywater.org in accordance with Item 3 of the Solicitation Instructions and Conditions included with this bid.
2. Critical dates regarding this bid:
 - a. **Bidder must schedule:** Pre-Bid Walk Through
 - b. **November 29, 2011:** last day to submit questions for clarification of bid: clarifications or amendments will be posted within 2 days of this date.
 - c. **December 6, 2011:** Bid Closing: 1:00 p.m.
 - d. **December 19, 2011:** HWU Board meeting (award approval requested)
 - e. **December 20, 2011:** Contract becomes active (or date the single PO will be issued)
3. The undersigned BIDDER proposes and agrees, if this bid is accepted, to furnish all equipment as specified or indicated in the bid documents and specifications for the bid prices and in accordance with the other terms and conditions of the bid documents and specifications.
4. 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.
5. 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.
 - 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.
4. BIDDER will furnish and deliver all labor, materials, and/or equipment as specified herein for the prices listed below.
5. All item prices MUST include delivery or transportation to jobsite, fuel, fuel surcharges, and any other costs which may occur.

7. The bidder must complete the following Pricing Form and Signature Page. If the bidder has no information for any item on the Pricing Form, the bidder should indicate on the form as “NO INFORMATION”.
8. Failure to follow directions or complete the attached forms may result in nullification of bid.

SPECIFICATIONS
NWTP FILTER BUILDING ROOF REPLACEMENT

1. PURPOSE

The intent of this Invitation for Bid is to obtain the services of a qualified contractor to perform the replacement of the flat roof material over the filter gallery at the North Water Treatment Plant located at 510 North Water Street.

2. BIDDER'S QUALIFICATIONS

The bidder shall provide the following qualification information with their bid:

The bidder shall provide certification for the roofing installers showing that the roofing installers have at least (3) years of experience installing the specific roofing system. In addition, the bidder shall provide an installer certificate certifying that the installer is approved, authorized, or licensed by the manufacturer to install the roofing system which is being bid.

The contractor shall provide references from (3) building owners for similar roofing projects.

3. INSPECTION OF SITE

All bidders must make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of his obligation to carry out the scope of the resulting contract. The last day to submit questions is 11/29/2011 – Inspections should be scheduled to allow time to submit questions. Inspections may be arranged by contacting Josh Thompson @ (270) 826-2421.

4. SUBCONTRACTORS

The Henderson Water Utility reserves the right to reject the successful bidder's selection of subcontractors. Failure to include this list shall be ample cause for rejection of bid as non-responsive.

5. REFERENCES

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. The list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

6. CONSTRUCTION CONTRACT BID SECURITY

Bid security is required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Kentucky, or the equivalent in form or a certified check. Bid security shall be in an amount equal to at least 5% of the amount of the bid.

PRICING FORM
HWU NWTP FILTER BUILDING ROOF REPLACEMENT

Flat Roof Replacement at the HWU North Water Treatment Plant Facility in accordance with the specifications and contract terms and conditions contained herein:

Lump Sum \$ _____

The following shall be returned with your bid. Failure to do so shall be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addenda (via HWU website).

1. References (on included form pg 14) to include similar projects completed
2. Addenda, if any
3. Payment discounts (Select one): _____ 2% 20 days, _____ 1% 20 days, _____ none
4. Bid Bond
5. Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status (pg 15)
6. Required Affidavit for Bidders, Offerors, and Contractors Claiming Qualified Bidder Status (pg 16)
7. Bidder Qualification information per item 2 page 12

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

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 communicated by any such person prior to the official opening of the bid.

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Name of Company: _____

Address: _____

SEAL (if BID is by Corporation)

Attest _____

References for: _____

Bidders shall provide references on this form

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

Solicitation/Contract #: _____

OR CHECK HERE: *My company is not eligible to claim this status* _____

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

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

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

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

Signature	Printed Name
Title	Date
Company Name	_____
Address	_____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

OR CHECK HERE: *My company is not eligible to claim this status*_____

SUMMARY OF WORK

SUMMARY OF WORK

- 1. PROJECT LOCATION:** The roof replacement is located at the Henderson Water Utility North Water Treatment Plant Filter Building, 510 North Water Street, Henderson KY.
- 2. SCOPE OF WORK:**
 - a. Roof dimensions are 67' x 58'
 - b. Remove all existing roofing material, down to concrete deck
 - c. Cut out imperfections on existing roof and backfill to proper level
 - d. Install ½" high density board on building over concrete deck, gluing down to deck, with 3" stress plates and fastener, on 2' centers as per manufacturer's specifications.
 - e. Install EPDM rubber, .060, gluing down to high density board for a proper bond
 - f. All roof drains (4) will be flashed properly for a watertight seal
 - g. Install new counter flash rubber using term bar secured to parapet wall for a watertight fit around perimeter
- 3. CONSTRAINTS ON CONTRACTOR'S ACTIVITIES:**
 - a. The contractor will be working around a facility which operates and is staffed 24/7. The contractor shall be required to take all necessary precautions to protect building occupants from the harmful effects of the construction, including, but not limited to: maintaining public access to corridors and stairways as required by the Project Manager and the Fire Marshall; controlling the generation and spread of dust and construction debris. Construction staging areas and construction personnel parking are a contractor responsibility and shall be restricted to the areas designated by the Project Manager. Construction access to the roof shall be on the exterior of the building via a lift, stairs, or crane.
 - b. Sanitation: Sanitation facilities are not available from the HWU. Contractor shall assume responsibility for sanitation facilities for workers.
- 4. SAFETY:** Contractor shall comply with all pertinent provisions of the Kentucky Occupational Safety and Health Standards for the Construction Industry.
- 5. CLEAN-UP DURING AND AFTER CONSTRUCTION:**
 - a. The Contractor shall be responsible for all waste, rubbish, and debris resulting from this work and is responsible for procuring all necessary permits for hauling and responsibly disposing of the waste.
 - b. Contractor is responsible for cleaning up all debris, materials, etc., that fall from vehicles en-route to or from the site. No debris is allowed to fall on existing public road pavement.
- 6. DELIVERY AND STORAGE:**
 - a. The Contractor is responsible for receipt and transportation. All shipments to the project shall be addressed to the Contractor, and not HWU.
 - b. Storage of materials and equipment in conjunction with this contract is the responsibility of the Contractor. Stored materials and equipment shall be stored on the site where directed by the Project Manager. The contractor is responsible for security of the site and for protection from the environment.
 - c. Materials damaged or defective, as determined by the Project Manager, shall be replaced or repaired at no additional cost to HWU.

- d. Hazardous material brought to the site by the Contractor shall be accompanied by a Material Safety Data Sheet, Form OSHA-20 or DD Form 1813, pursuant to Federal Standard No. 313A (or latest revision thereof). Provide a copy of this document to the PM.

7. CODE COMPLIANCE

- a. The Contractor shall comply with all applicable City of Henderson, Commonwealth of Kentucky, and Federal regulations, ordinances and laws. All violations shall be corrected within 24 hours form receipt of notice of violation.
- b. The Contractor is responsible for obtaining all necessary permits and is responsible for ensuring that all necessary inspections are made. Copies of necessary permits shall be attached to the invoice.

8. QUALITY OF WORK

- a. **Workmanship:** Contractor shall comply with the industry standards
- b. **Manufacturer's Instructions:** Contractor shall perform in compliance with the manufacturer's instructions. Should the instructions conflict with contract requirements, request clarification in writing from the Project Manager.

9. **CONSTRUCTION ELEVATORS, HOISTS, and SCAFFOLDING:** Contractors shall provide cranes, hoists, and other lifting devices for proper and efficient movement of materials and shall provide operating personnel for the equipment. Equipment shall be provided with guys, bracing, other safety devices in accordance with the local or State codes. Provide, erect, maintain, remove when directed, all scaffolding, staging, platforms, temporary runways, temporary flooring, guards, railings, stairs, etc., as required by local agencies having jurisdiction for protection of workmen and public. Construction inspection and maintenance of these items shall comply with all safety codes and regulations as applicable to project.

10. **WARRANTY:** Materials shall be covered by a pro-rated guarantee as per manufacturer's specifications. Contractor shall give a 5 year guarantee on workmanship excluding damages caused by wind, hail or lightning.