

INVITATION FOR 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 Wednesday September 14, 2016 at 2:00 p.m. at which time the bids will be opened and considered for the purchase of the following:

SLUDGE HAULING 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 <http://tinyurl.com/hwu-bids>. Questions regarding this bid should be directed to the Purchasing Manager at 270-869-6609.

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. However, if vendor offers discounts for payment net 10 or net 15, please indicate so in your submittal.
- 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/AMMEDNMENTS TO THE BID.** All information pertaining to the bid will be posted on the HWU website <http://tinyurl.com/hwu-bids>.

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 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 a 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 by overall lowest cost of hauling sludge. For evaluation/award purposes, the average annual volume for each facility (NWWTP = 27,000 tons, SWWTP = 8,000 tons) will be used (load size will be considered to be 25 tons) with the diesel fuel cost of 2.26/gallon. The responsible/responsive vendors offering the lowest cost per HWU facility will be awarded the contract.

HWU intends to award this bid in two separate sections:

- HAULING: North Wastewater Treatment Plant
- HAULING: South Wastewater Treatment Plant

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 identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

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

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

11. LENGTH OF BID

Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the Henderson Water and Sewer Commission. This bid will be eligible for 2 one year extensions (at HWU's discretion), providing that, at each extension, the price of any individual item not increase more than 5% above the price of the previous contract.

12. 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.

13. 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.

14. PREVAILING WAGE REQUIREMENTS- *does not apply to this bid*

Pursuant to KRS Chapter 337.505 to 337.550 and federal Davis-Bacon and Related Act Requirements, prevailing wages must be paid by the successful contractor and all of his subcontractors for certain construction contracts. If applicable, a Wage Decision will be enclosed that establishes the minimum rate that must be paid under the contract. Contractor certification concerning labor standards and prevailing wage requirements, ongoing payroll documentation, and other information will also be required for contracts that must comply with prevailing wage requirements.

15. 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.

16. 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.

17. SELLER'S INVOICES:

Invoices shall be prepared and transmitted to HWU at the provided address. Invoices shall contain the information/documentation as specified in the Hauling and Disposal sections of this bid. Failure to provide bi-monthly invoices with the required documentation will result in the invoices being held for payment. Repeated failure to provide documentation will result in termination of contract by HWU.

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. Receipt of appropriately documented invoices.
- b. The invoice, when received, must have the correct pricing or have a credit memo issued. HWU will not process any invoices "short-paid".

18. 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.

19. 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: Sludge Hauling
Henderson Water Utility
Ref# 201611_IFB_Sludge Hauling

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, Kentucky 42420
September 14, 2016

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. August 31, 2016: Mandatory Pre-bid meeting 1:30 p.m. at HWU Administrative Office, 111 Fifth Street
 - b. September 7, 2016: last day to submit questions for clarification of bid: clarifications or amendments will be posted on the HWU website within 2 days of this date.
 - c. September 14: Bid Closing: 1:30 p.m.
3. The undersigned BIDDER proposes and agrees, if this bid is accepted, to furnish all services and 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.
6. BIDDER will furnish and deliver all labor, materials, and/or equipment as specified herein for the prices listed below.
7. All item prices MUST include delivery or transportation to jobsite, fuel, fuel surcharges, and any other costs which may occur.
 - a. 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".
 - b. Failure to follow directions or complete the attached forms may result in nullification of bid.

HAULING SPECIFICATIONS

Scope of Work (Hauling): It is the intention of this bid to provide HWU with a Contractor who will haul sludge from our facilities to a disposal location. This IFB will be awarded by location (NWWTP and SWWTP). In order to accommodate the volatile fuel market, bidders will submit hauling prices per mile based upon published diesel prices. The determining diesel prices will be according to the Energy Information Administration Midwest region <http://www.eia.gov/petroleum/gasdiesel/> for the week being invoiced. A sample page from this website is included with this document (at the end of Hauling Specifications).

GENERAL REQUIREMENTS (SAME FOR BOTH LOCATIONS)

1. **Disposal Location – see item 10 below regarding location changes**
Advanced Disposal – Blackfoot Landfill
3726 E. State Road 64
Winslow, IN 47598
2. **Equipment Requirements:**
 - a. Equipment shall be able to accommodate freezing conditions. During extreme cold, the sludge will freeze (it is >80% water)
 - b. Trailer shall be able to remove a minimum of 25 tons of sludge per load out
3. **Billing/Payment**
 - a. Billing/Payment shall be on a per TON basis. Invoices should be submitted twice per month and must be itemized by date. Invoices must include weight (landfill) tickets for each load being invoiced. The plants do not have certified scales: HWU will not pay on estimated weight. Payment will be processed after receipt of appropriately documented invoices from the Contractor.
4. **Permitting/Licensing**
 - a. The Contractor, at their own expense, shall obtain and maintain all permits, licenses and approvals required to perform the work and services described herein.
5. **Regulatory Standing**
 - a. There will be no standing administrative orders, civil penalties (or litigation), DOT violations, permit or license suspensions/revocations, bond forfeiture actions, or any other issue that makes possible an inconsistent, unreliable and/or potentially unreliable service to HWU.
6. **Safety**
 - a. No removal shall be done if the Contractor deems the weather inclement and the road conditions too hazardous.
 - b. Before leaving HWU property, Contractor is responsible for securely covering load in a manner which will prevent the sludge from blowing or bouncing out of the vehicle during transport.
 - c. Contractor is responsible for product spills or tracking onto roads after it leaves HWU property.
7. **Bid Term:** The initial term of this bid is one year from the award date. If offered by HWU and accepted by the contractor, two additional one year extensions are allowed. If agreed upon at the time of extension, a price increase of up to 5% above the previous year is allowed.
8. **Termination of Bid by HWU:** HWU reserves the right to terminate this contract (with a 30 day notice) for non-performance or if sludge production/disposal options change significantly within the bid term.
9. **Termination of Bid by Contractor:** It is the bidder's responsibility to be aware of situations which are relevant to providing this service for the entire contract term. Should the awarded Contractor choose to terminate this contract mid-term, he must give a 30 day notice (in writing) to the HWU Purchasing Manager. If the Contractor chooses to terminate mid-term, the Contractor will be barred from a future sludge hauling contract with the HWU for a period of 2 years.

10. **Change of disposal location:** Should the disposal location change mid-contract, HWU will first attempt to negotiate agreeable terms for the remainder of the contract period with the current vendor. If an agreement cannot be reached, HWU will terminate the existing contract according to bid terms outlined in item 9 above and issue a new invitation to bid. In this situation, the current vendor would be allowed to participate in the new bid.
11. **Quarterly evaluations:** Prior to bid award, vendor will supply contact information of their supervisor responsible for this contract. This supervisor shall be in touch with HWU Chief Operators no less than quarterly to discuss any problems/issues/recommendations regarding the contract. Issues which may cause disruption or degradation of service should be brought to the immediate attention of the Chief Operator via a vendor supervisor, not via drivers or office staff.

REQUIREMENTS SPECIFIC TO EACH LOCATION

North Wastewater Treatment Plant (NWWTP)

1. **Sludge Production & Conveyance**
 - a. **Conveyance & Load Time:** Sludge cake is conveyed into a trailer bed via hopper and stationary overhead conveyor belt. Approximate loading time per trailer is 20-40 minutes.
 - b. **Average Annual Volume (Wet Tons):** 27,000
2. **Pickup & Removal Requirements**
 - a. The Contractor will provide transportation from the NWWTP on a five (5) day per week basis. Normal sludge operation is Monday through Friday. The Chief Operator, or his/her designee, will coordinate specific daily and weekly scheduling of loads out of the plant. This typically ranges from 3-8 loads per day, 5 days per week (Monday through Friday).
 - c. The awarded vendor must commit the equipment and manpower required to move a minimum of 25 loads per week (625 tons). Should the vendor fail to maintain this availability, HWU may seek additional help to haul the sludge. If this happens, the awarded vendor will be notified 2 days in advance and will be responsible for the additional cost to HWU for using additional resources to maintain the minimum removal requirement of 625 tons per week.

South Wastewater Treatment Plant (SWWTP)

1. **Sludge Production & Conveyance**
 - a. **Conveyance & Load Time:** Sludge cake is conveyed directly from the sludge press to the trailer bed. Approximate loading time per trailer is 6-10 hours.
 - b. **Average Annual Volume (Wet Tons):** 8,000
2. **Pickup & Removal Requirements**
 - a. The Contractor will provide transportation from the SWWTP on a four (4) day per week basis. Normal sludge operation is Monday through Thursday.
 - b. The sludge press is typically operated during the night shift (7 pm – 7am). There will be times when two loads per 24-hour period need to be removed. This will require a trailer during the dayshift hours of 3 a.m. – 3 p.m. or over a weekend (truck would set until landfill opens on Monday). Notification will be provided at least 48 hours in advance. If vendor is not available to provide this additional service, HWU may use another contractor for the additional work.
 - c. As stated in item 1, the time required to fill a trailer is 6-8 hours. This requires that a trailer remain on-site during this time. Means to move the trailer forward under the conveyor hopper must be provided by the Contractor.
 - d. The awarded vendor must commit the equipment and manpower required to move a minimum of 5 loads per week (125 tons). Should the vendor fail to maintain this availability, HWU may seek additional help to haul the sludge. If this happens, the awarded vendor will be notified 2 days in advance and will be responsible for the additional cost to HWU for using additional resources to maintain the minimum removal requirement of 125 tons per week.

U.S. Energy Information Administration

Webpage: <http://www.eia.gov/petroleum/gasdiesel/>

Gasoline and Diesel Fuel Update

Gasoline Release Date: January 22, 2013 | **Next Release Date:** January 28, 2013

Diesel Fuel Release Date: January 22, 2013 | **Next Release Date:** January 28, 2013

U.S. On-Highway Diesel Fuel Prices* (dollars per gallon)[full history](#)

	01/07/13	01/14/13	01/21/13	Change from	
				week ago	year ago
U.S.	3.911	3.894	3.902	↑0.008	↑0.054
East Coast (PADD1)	4.006	4.002	4.000	↓-0.002	↑0.062
New England (PADD1A)	4.153	4.168	4.158	↓-0.010	↑0.081
Central Atlantic (PADD1B)	4.107	4.094	4.089	↓-0.005	↑0.059
Lower Atlantic (PADD1C)	3.902	3.901	3.904	↑0.003	↑0.061
Midwest (PADD2)	3.870	3.834	3.845	↑0.011	↑0.109
Gulf Coast (PADD3)	3.837	3.824	3.831	↑0.007	↑0.057
Rocky Mountain (PADD4)	3.688	3.661	3.678	↑0.017	↓-0.139
West Coast (PADD5)	3.988	3.988	4.004	↑0.016	↓-0.033
West Coast less California	3.918	3.900	3.911	↑0.011	↓-0.027
California	4.048	4.063	4.082	↑0.019	↓-0.039

*prices include all taxes

BID FORMS

Every bidder must return all documents from this page forward (pages 12-17)

Bidders must include the following with their bid:

- Sludge Hauling:
 - Equipment make, model, year, and gross weight
 - 3 business references (with contact information)
 - Fill out entire table for the location which you are bidding (North and/or South WWTP)

- Bidders must be prepared to provide the following within 14 days of being notified of low bidder status:
 - W-9
 - City of Henderson Occupational License will be required for the vendor providing hauling for the NWWTP, Henderson County Occupational License will be required for the vendor providing hauling for the SWWTP
 - Certificate of Liability Insurance (minimal acceptable limits shown on page 18 of this document)

In order to verify that a vendor is capable of fulfilling the requirements of this contract, HWU may request additional information from vendors. Failure to provide requested information may result in the vendor being ineligible for bid award.

Sludge Hauling Bid Form

The BIDDER will furnish equipment/service, according to the specifications in this bid document, to Haul Sludge from HWU facility to a disposal location (which will be determined in the Sludge Disposal portion of this bid), including all operational costs, driver and insurance as required by the Henderson Water Utility for the following price:

**North Wastewater Treatment Plant (NWWTP): 205 Drury Lane, Henderson, KY 42420
(115 miles round-trip)**

Equipment (make, model, year & gross weight):	
Equipment (make, model, year & gross weight):	
Equipment (make, model, year & gross weight):	
Equipment (make, model, year & gross weight):	
When diesel price is:	Cost per ton is:
\$1.76 - \$2.00	
\$2.01 - \$2.25	
\$2.26 - \$2.50 (cost used for bid evaluation)	
\$2.51 - \$2.75	
\$2.76 - \$3.00	
\$3.01 - \$3.50	

**South Wastewater Treatment Plant (SWWTP): 4145 Quinn Landing Road, Robards, KY 42452
(138 miles round-trip)**

Equipment (make, model, year & gross weight):	
Equipment (make, model, year & gross weight):	
Equipment (make, model, year & gross weight):	
When diesel price is:	Cost per ton is:
\$1.76 - \$2.00	
\$2.01 - \$2.25	
\$2.26 - \$2.50 (cost used for bid evaluation)	
\$2.51 - \$2.75	
\$2.76 - \$3.00	
\$3.01 - \$3.50	

Company Submitting Bid: _____

**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* _____

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

BIDDER

Company Name

Address

City

State Zipcode

Authorized Representative

Title

Print Name

Date

E-mail

Phone

Fax

SEAL (if BID is by Corporation)

Attest