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 Tuesday April 10 at 1:30 p.m. local time at which time the bids will be opened and considered for the purchase of the following:

MAT & TOWEL SERVICES
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, Kathy Ambrose 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. 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/AMENDMENTS 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 on the bid form 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 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 service for HWU based upon the estimated services outlined in this bid.

Measurable Criteria:

<table>
<thead>
<tr>
<th>Measurable Criteria:</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>100</td>
</tr>
</tbody>
</table>

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 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 form 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.

d. 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.

10. 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.

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. At HWU’s discretion, this bid will be eligible for 2 
one-year extensions. At each extension, the vendor may request a price increase of up to 5% above the price of 
the previous contract. The request for a price increase must include valid indicators for the product/service being 
provided (such as the Consumer Price Index).
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. 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:

(1) He, or any member of his immediate family has a financial interest therein; or
(2) 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
(3) 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 significant modification shall be permitted in any of its conditions and specifications unless the contractor receives written approval from the Purchasing Manager. Location managers do have the authority to increase/decrease quantities and to add/subtract items from their locations.

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 the information/documentation as specified in this bid. Invoices should be clear and easy to understand.

HWU is a municipality and invoices are processed for payment twice 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”.

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.

<table>
<thead>
<tr>
<th>A. Workman’s Compensation</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>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)</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>C. Comprehensive Automobile Liability, including Hired Car and Employer’s Non-Ownership Liability Coverage.</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>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.”</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
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</tbody>
</table>
BID FORM

PROJECT IDENTIFICATION: Mat & Towel Services
Henderson Water Utility
Ref# 201805_IFB_Mats

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, Kentucky 42420
April 10, 2018

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 (page 2).

2. Critical dates regarding this bid:
   a. April 3, 2018: last day to submit questions for clarification of bid: clarifications or amendments will be posted within 2 days of this date.
   b. April 10, 2018: Bid submittal deadline 1:30 p.m. local time
   c. April 17, 2018: anticipated date of bid award
   d. May 7, 2018: anticipated date contract becomes active and services begin

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 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.
SPECIFICATIONS
Mat & Towel Services

Scope of Work: It is the intention of this portion of the bid to provide HWU with a Contractor who will be responsible for the rental, weekly laundering and delivery for various sized entry mats and various janitorial supplies as outlined in this document. **HWU does not have an employee uniform program** – any future uniform program would be addressed in a different bid document. The table in this document lists items and quantities that each location has used in the past, it does not guarantee future usage. Pricing for each item will be the same for each HWU facility. This service will be provided to multiple locations which include but are not limited to the following:

1. System Operations Center
   230 North Alvasia Street
   Henderson, KY 42420

2. Water Treatment Plant
   510 North Water Street
   Henderson, KY 42420

3. Wastewater Treatment Plant
   205 Drury Lane
   Henderson, KY 42420

4. F.E. Stokes Wastewater Treatment Plant
   4137 Quinn Landing Road
   Robards, KY 42452

5. South Water Treatment Plant
   4159 Quinns Landing Road
   Robards, KY 42452

Account Representative: The successful bidder shall assign a specific account representative to HWU to handle any problems regarding billing, deliveries, discrepancies, etc. The account representative shall not be the same person as the route person or route supervisor.

Service Location: Bidder shall specify on the quote form which location will service the HWU account.

HWU Representative: HWU will designate a single person at each facility to be responsible for requesting additional supplies and approving invoices. Any requests for additional items/services must come from the HWU representative for that facility.

Mat Specifications: Mats shall be various sizes and compositions. Mats shall be 100% nylon or polypropylene, commercial grade indoor/outdoor slip and stain resistant. Rubber gripper backing: black carbon base; Colors: Black and Gray. Bidder shall provide literature on the type of mat being bid along with a sample swatch of the mat.

The successful bidder shall be responsible for furnishing clean and presentable mats which meet HWU approval. They shall be responsible for the replacement of damaged or worn mats. As a minimum, mats shall be replaced with new mats every 24 months.

Quantities: The quantities listed on the bid form are estimates. HWU may increase or decrease the number of mats as it deems necessary. New and unused mats for new locations, if and when required, will be delivered within ten (10) calendar days after notification.
**Towels:** When towel service is requested, towels shall be clean and in good condition and the price shall include the delivery bag and the bag for used towels.

**Miscellaneous Equipment:** Mopping equipment, towel dispenser refills, air fresheners, soap and sanitizers, and urinal supplies will be requested on an as-needed basis. We are currently renting some equipment that we may prefer to purchase in the future.

**Delivery:** Deliveries are to be made on a weekly basis. Bidder shall indicate on the bid form the day of delivery. If different delivery dates will be needed for the different locations, then it shall be noted on the bid form. Laundered mats will be delivered to the specified department location the same day the soiled mats are picked up. If the successful bidder fails to deliver all the required mats on the regular delivery day, they will make a special delivery of any missing mats no later than the next day (24 hours) after the regularly scheduled delivery day. If the successful bidder is unable to deliver the shortage items within the 24-hour period, then a full week credit for the shortage items shall be granted. Successful bidder must make arrangements for delivery of mats during HWU holidays based on the list of designated HWU holidays.

**Invoices:** All delivery confirmations must be signed by a HWU employee. Invoices shall be sent monthly and include a monthly summary invoice by location as well as the weekly detail by location. Invoices may be mailed or emailed. HWU pays invoices no less than twice monthly via check or ACH. Vendor pickup of checks is not allowed.

**Bid Prices:** Unit prices may either include the “service charges” or the service charges may be added as a separate line item. HWU will award the bid based on the total weekly cost of services as outlined in this bid. If additional quantities of the listed items are requested after bid award, they will be furnished by the vendor at the bid price. If new (not bid) items are requested, a written quote must be furnished and the price approved by the HWU representative at that location. Service charges will not be increased when quantities are adjusted.

**Current Vendor Information:** The current vendor providing this service (without contract) to HWU is Sitex. While there have been no service issues with Sitex, the current fiscal environment requires that HWU evaluate our spending for savings opportunities.
## BID FORM

### Restroom & Mat Services

<table>
<thead>
<tr>
<th>Item</th>
<th>SOC</th>
<th>WTP</th>
<th>WWTP</th>
<th>SWTP</th>
<th>FE Stokes</th>
<th>total estimated price each</th>
<th>estimated weekly cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Towel industrial micro</td>
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<td></td>
<td></td>
<td></td>
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<td>25</td>
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<tr>
<td>Towel maintenance (per 25)</td>
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<td></td>
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<td></td>
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<td>1</td>
<td></td>
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<tr>
<td>Towel (cleaning)</td>
<td></td>
<td>50</td>
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<td></td>
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<td>Towel (cleaning) maint. (per 25)</td>
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<td>2</td>
<td></td>
<td></td>
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<tr>
<td>Shop towel red</td>
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<td></td>
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<td></td>
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<td>50</td>
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<tr>
<td>Shop towel maint. (per 25)</td>
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<td>2</td>
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</tr>
<tr>
<td>Towel F&amp;B micro</td>
<td></td>
<td>50</td>
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<td>Air freshener dispenser</td>
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<tr>
<td>Air freshener refill</td>
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<td>Service cost FE Stokes</td>
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**TOTAL ESTIMATED WEEKLY COST (USED FOR EVALUATION)**

The cost to service these plants should reflect that the buildings are next to each other.
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

________________________
(Company Name)

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_______
STATEMENT REQUIRED PURSUANT TO KRS45A.395

The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the ________________________________ (office or title) of ________________________________________________ ____ (bidder or offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. “Knowingly” means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

______________________________  ________________________________
Signature                                Printed Name

______________________________  ________________________________
Title                                    Date
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                   Attest

__________________________
Address

__________________________
Authorized Representative

__________________________
Print Name

__________________________
Date

__________________________
Phone

__________________________
SEAL (if BID is by Corporation)

__________________________
Fax