

HENDERSON WATER UTILITY

**INVITATION FOR BIDS
and TECHNICAL SPECIFICATIONS**

***Painting of Buildings at the
Systems Operation Center
230 North Alvasia***

HENDERSON, KENTUCKY

July 2018



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Note: Items shown with **Bold Underline** in this Table of Contents must be completed in their entirety in the bid submittal.

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 1:30 p.m. (CDT), on the 25th day of July 2018, at which time the bids will be opened and considered for the purchase of the following:

**PAINTING OF BUILDINGS AT THE
SYSTEMS OPERATION CENTER – 230 NORTH ALVASIA STREET
FOR THE
HENDERSON WATER UTILITY**

REF# 201833 Painting Buildings @ the SOC

Specifications and Instructions to Bidders, and copies of plan sheets for this project may be obtained from:

HWU website: <http://tinyurl.com/hwu-bids>

HWU Bobby Gish Administration Building: 111 Fifth Street, Henderson, KY 42420

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.

Clarifications and Addenda will be posted on the HWU procurement web site as listed above.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS:

As used herein:

- a. The term "solicitation" includes the Invitation for Bid, Solicitation Instructions and Conditions, Bid Form and Technical Specifications, and any Clarifications or Addenda issued by the Owner.
- b. The term "offer" means "bid" or "proposal".
- c. The term "Vendor" shall mean the party responsible for furnishing submittals, equipment, accessories, controls, operation and maintenance manuals and training, startup services and warranting the equipment as required in this Request for Proposals. Prior to award of contract, a potential Vendor may be referred to by the terms "Bidder" or "Offeror".
- d. The term "Owner" shall mean the Henderson Water Utility (HWU), 111 Fifth Street, Henderson, Kentucky, 42420.
- e. The term "Engineer" refers to an individual employee of the Owner, acting as design engineer or inspector for this project or procurement.
- f. The term "Purchase Order" shall mean the document executed by the Vendor and the Owner of which each of the following form a part: the Invitation for Bids; the Vendor's Proposal; and the attached technical specifications for Painting of Buildings at the Systems Operation Center, prepared by Henderson Water Utility.
- g. The term "Nonresident bidder" is defined by KRS 45A.494(3).
- h. The term "Resident bidder" is defined by KRS 45A.494(2).
- i. The term "Qualified bidder" means Kentucky Industries for the Blind, Incorporated; any nonprofit corporation that furthers the purposes of KRS Chapter 163; or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3).

2. PREPARATION OF OFFERS

- a. Offerors shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the offeror's risk.
- b. Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain an offeror's own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.
- c. Each offeror shall furnish the information required by the solicitation on the bid forms included herein. The offeror shall sign the solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. Erasures or other changes shall be initialed in ink by the person signing the offer. Approved electronic format may also be accepted.
- d. Any explanation or statement which the offeror 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 offeror.
- 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, and shall include startup and training services where specified in the Technical Specifications. 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. Proposal shall include guaranteed time schedules for submission of shop drawings after award of the Purchase Order, and for shipment of equipment after receipt of approved shop drawings. The award of the Purchase Order will be based on the quoted price and an acceptable shop drawing and equipment delivery schedule.
- j. Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; one week is 7 days; one month is 28 days.

3. OFFEROR CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings, specifications, etc., **shall be requested in writing to the HWU Purchasing Manager, not less than five (5) calendar days prior to the bid opening date.** Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective vendor concerning a solicitation shall be furnished to all prospective vendors as an amendment or clarification of the solicitation, if such information is necessary to vendors in submitting offers on the solicitation, or if the lack of such information would be prejudicial to uninformed vendors.

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation shall be acknowledged by the offeror. Acknowledgement shall be received prior to the hour and date specified for receipt of offers, or shall be shown in the appropriate place on the Bid Form. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

5. PROTEST PROCEDURES

a. Protests prior to bid opening

Any protests, prior to bid opening must be submitted in writing and received by HWU at least ten (10) calendar days prior to bid opening. This ten (10) calendar day deadline may be waived by the HWU Purchasing Manager for good cause shown. The HWU Purchasing Manager will issue a response to the protest no later than five (5) calendar days after receipt of the protest. The response shall be in writing and set forth the reasons for the response. Upon receipt of a protest, the HWU Purchasing Manager will immediately determine if the bid opening should be postponed. If the bid opening is postponed, HWU will notify all prospective bidders who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed. Upon issuance of its response to the protest, HWU will issue an appropriate addendum rescheduling the bid opening.

b. Protests after bid opening

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered. Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by HWU within five (5) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by HWU under contract provisions or other remedies, if available.

Protests submitted to HWU shall:

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

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

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

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

6. SUBMISSION OF OFFERS

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

returned at the offeror's request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.

7. MODIFICATION OR WITHDRAWAL OF OFFERS

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

8. LATE OFFERS AND MODIFICATIONS

Offers and modifications of offers 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 needs of HWU are determined to preclude the re-solicitation of bids.

9. MULTIPLE AND ALTERNATE BIDS

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

10. AWARD OF CONTRACT

- a. It is the intent of HWU to award this contract to the vendor or vendors offering the lowest evaluated bid price for products which meet the specifications set forth in this document. Any and all anticipated costs for HWU to implement the project will be taken into consideration.
- b. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received. The award of this contract will be contingent upon funds being appropriated for this purchase.
- 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 on account of any injuries or damages received or sustained by any party or parties, by or form any of the acts of the contractor, his servants, or agents.
- d. 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.
- e. The bidder agrees to hold the proposed pricing for up to 90 days after bid proposal is opened, or for such time as specified on the Bid Form, if different.

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

11. METHOD OF AWARD: BEST VALUE - RANKING APPROACH

The Owner intends to award a Contract to the Contractor whose bid, conforming to the BID FORM, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein. An evaluation committee or a designated individual will evaluate the information provided by the Contractor in response to the established measurable criteria contained herein.

Measurable Criteria: Price 100 Points
TOTAL POINTS 100 Points

Each Contractor is responsible for submitting all relevant, factual and correct information with their Bid to enable the evaluator(s) to afford each Contractor the maximum score based on the available data submitted by the Contractor. The Contractor shall explicitly adhere to the BID FORM which contains adequate space for the Contractor's pricing.

Bid Price (100 Points)

The bidder with the lowest Bid Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest Price and multiplying that percentage by the available points. For Example, 100 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 100 points ($\$3.00 / \$3.00 = 1.00 \times 100 = 100$). Assume Bidder "B" is next lowest bidder at \$4.00, then "B" receives 75 points ($\$3.00 / \$4.00 = .75 \times 100 = 75$).

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).

The Contractor is required to submit a complete copy of the "Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status" attached to the BID FORM.

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).

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 KRS 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of KRS 45A.455 are complied with fully.

A City of Henderson business license is required for all vendors servicing accounts within the City of Henderson.

A Henderson County business license is required for all vendors servicing accounts at HWU locations outside the City of Henderson but in Henderson County. 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(s) 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:
 - i. He, or any member of his immediate family has a financial interest therein; or
 - ii. 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
 - iii. 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. ADDITIONAL CHARGES/FEEES

The bid price of the product is the complete product price. There will be no fuel surcharges, delivery fees, handling fees, container return fees, or any other fees/charges associated with the purchase, installation or delivery of products.

17. SELLER'S INVOICES

Invoices shall be prepared and transmitted via fax or USPS to HWU at the provided address. Invoices shall contain, at a minimum, the following information: Purchase Order number, Bill of Lading number, delivery location, and an appropriate weight ticket, where applicable.

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

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) Addenda, if issued; (b) Solicitation Instructions and Conditions; (c) General Conditions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, e) the Technical Specifications.

19. NONDISCRIMINATION

Civil Rights Act of 1964: In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations of the Federal Department of Transportation (49 CFR, part 21) issued pursuant to such Act, all bidders are hereby notified that HWU will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the responsible bidder with the lowest evaluated bid without discrimination on the grounds of race, color, national origin, disability, gender, or age.

Americans with Disabilities Act: In accordance with the provisions of The Americans with Disabilities Act of 1990 (ADA) which specifically prohibits discrimination against persons with disabilities, all bidders are hereby notified that the contract entered into pursuant to this advertisement shall include a clause that specifically requires compliance with the ADA and prohibits discrimination against persons with disabilities. The ADA further requires that all new construction, reconstruction, and alterations to existing pedestrian facilities be constructed in accordance with Federal accessibility standards.

21. INSURANCE

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

A. Workman’s Compensation	Statutory
B. Broad Form Comprehensive General Liability including coverage for Bodily Injury, Personal Injury, Products, Completed Operations, and Broad Form Property Damage, (No deductible clauses are acceptable for these coverages), and Independent Contractors (Subcontractors)	Bodily Injury: \$1,000,000 each occurrence \$2,000,000 aggregate Property Damage: \$1,000,000 each occurrence
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 Contractor’s insurance and shall not contribute with it.	
F. Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the HWU and signed by the Bidder’s insurer shall be supplied by Bidder to HWU evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the HWU prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.	

The insurance shall:

- a) Include the interests of the Owner, Contractor, Subcontractor, Engineer, Engineer’s consultants and any other individuals, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- b) Be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss.
- c) Remain in effect for the duration of the contract and warranty period.

BID FORM

PROJECT IDENTIFICATION: Painting Buildings at the Systems Operation Center
Henderson Water Utility
Ref# - 2018 - 33

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

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

DATE REFERENCES: Last day for bid clarifications: 23 July 2018
Bid Closing: 25 July 2018, 1:30 p.m.
HWU Board Meeting (award): 20 August 2018

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

DATE	NUMBER

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Technical 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 KRS 45a.465 are complied with fully.

- d. Specify a unit price in figures for each bid item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the space provided for that purpose. Round the products by dropping all digits past the cent. Write in ink or type all figures. In case of discrepancy between a unit price and extended price, the unit price shall govern.

Bid Form
Painting Buildings at the Systems Operation Center
Pricing to be held for 60 days after submittal is opened

ITEM No. 1: Painting of Buildings A, B and C

Includes Mobilization and Demobilization of personnel and subcontractors to site; general conditions; traffic control; Bid Bond, Performance and Payment Bond, as required.; preparation of surfaces; priming; painting; protection of adjacent property; cleanup and disposal of all waste materials; warranty; complete in place and ready for use.

LUMP SUM BID PRICE _____

_____ Dollars (\$_____).

(Use words)

(figures)

Bidders – please attach a “post-it” note or other tag to this page, in your completed bid.

Shop Drawing / Equipment Delivery Schedule:

Number of days from Award to substantial completion: _____ days

Exceptions Taken to this Proposal: List any and all exceptions. (If none, check here).

SIGNATURE PAGE

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

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

**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 _____ this ____ day of _____, 2018.

Notary Public

My Commission Expires

[Seal of Notary}

Check this box if **not** claiming Qualified Bidder Status

**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 _____ this ____ day of _____, 2018.

Notary Public

My Commission Expires

[Seal of Notary}

Check this box if **not** claiming Resident Bidder Status

**TECHNICAL SPECIFICATIONS
PAINTING OF BUILDINGS AT THE
SYSTEMS OPERATION CENTER
230 NORTH ALVASIA STREET**

A. GENERAL

1. SCOPE OF WORK

This request is for a proposal to prepare surfaces, acquire and apply primer and paint, and perform cleanup and disposal of all materials used in painting buildings and storage sheds at the Systems Operation Center, 230 North Alvasia, for the Henderson Water Utility, Henderson, Kentucky.

If the total construction contract amount (bid) awarded is an amount more than twenty-five thousand dollars (\$ 25,000), a Performance bond and a Payment bond shall be furnished. Performance and Payment bonds shall be in an amount equal to one hundred percent (100%) of the contract price.

Bid security (bid bond) in an amount equal to five percent (5%) of the amount of the bid shall be furnished for all bids.

2. SUBMITTALS (Shop Drawings)

The Vendor shall submit to the Engineer a minimum of three copies of information describing and depicting the details of the materials and/or services to be provided, hereinafter referred to as “shop drawings.” After approval, the Engineer will distribute the shop drawings as follows: two sets to Owner's central files, and one set to the Vendor. If the Vendor requires more copies, specify that at the time of submittal; the Engineer will review up to five sets of each shop drawing submittal.

Shop drawings shall be submitted no later than 30 days after the purchase order date.

Rejection of the same shop drawings on three separate occasions shall constitute grounds for total rejection of the proposed vendor as being unable or unwilling to meet the requirements of this request for proposals.

Shop drawings for the materials described in this Request for Proposals must show, as a minimum, the following information:

- a. Manufacturer’s cut sheets or other detailed product information.
- b. Detailed description of materials and applicable standards.

3. MATERIAL TO BE OBTAINED FROM THE CONTRACTOR

The Bidder shall provide all items named in this Request for Proposals or so noted on the Purchase Order and such incidental items as may be required for the safe and proper installation and operation of the materials and equipment furnished for the purpose(s) intended.

The Vendor shall provide all miscellaneous items required to install the material described in this Request for Proposals.

Contractor to provide color samples for the Owner’s selection of finish colors.

4. TRANSPORT AND DELIVERY

Contractor shall be responsible for transport and delivery of all materials used in the project, including disposal of all used paint cans and containers.

5. MATERIALS OR EQUIPMENT TO BE FURNISHED (“OR EQUAL” CLAUSES)

Where the specifications state "equal to" followed by a brand name or model, a standard of quality is being set. The naming of a brand or model is a matter of convenience to avoid writing a volume. Other brands under this category may be submitted. The Engineer will consider other products on the basis of materials of construction, function, service history and physical and mechanical characteristics.

Where the specifications state one or more model numbers and manufacturers followed by the words "or approved equal" the meaning is that the product(s) specified is acceptable and that while there may be other products that are acceptable the only way to be assured is to submit the desired substitution during the **bid process** and receive an affirmative answer. The Engineer will consider the factors previously described in making the determination.

Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. The Engineer shall have the right to require the use of such specifically designated material, article, or process. The Engineer, where practical, may require submission of actual samples of materials or products.

Where manufacturer or product is specified in this specification, it is understood that the “or equal” clause in section A-5 above applies, and that products judged by the Engineer to be equal in quality and physical characteristics may be substituted, upon submission of product data that proves suitability for the applications specified.

Stipulated products are those manufactured by Sherwin Williams. No product substitutions will be considered that reduce mil thickness, or that change the generic type of coating specified.

B. INSTALLATION

1. SCOPE OF WORK

The work described in this section includes the furnishing of all labor, materials and services required for the cleaning, preparation, repair, painting and cleanup for four metal building/storage structures at the HWU Systems Operation Center (SOC), 230 N. Alvasia Street, Henderson, KY.

The Contractor shall be solely responsible for meeting all requirements of the Kentucky Division of air Quality and the United States Environmental Protection Agency for ambient air quality. The Owner will not perform any air quality monitoring during the performance of this scope of work.

Attached for reference is an aerial photo of the layout of the SOC and each building that will be painted.

Building	Use	Roof Area	Sides/Back Area
A	Storage	3,510	N/A
B	Storage	4,212	2,430 SF (North Side) and 360 SF (East End)
C	Storage	7,150	4,125 SF (South Side) and 360 SF (East End)
Miscellaneous	Fence	-	Metal Siding/Fence at East end of SOC Yard – 2 sections

2. SAFETY, SECURITY AND SCHEDULING / USE OF THE SITE

Henderson Water Utility owns and controls the SOC site and has access to the surrounding streets and alleys. The Contractor shall confine his operations to those areas owned by HWU, or areas of streets and alleys adjacent.

Contractor is responsible for the safety of their employees while on site. All ladders and/or equipment shall be secured at the end of each work day. Contractor shall be responsible for following all safety information provided by the paint manufacturer pertaining to the storage, handling and application and curing of paint materials.

Contractor shall assume full responsibility for damage to the Site, damage to any other adjacent areas used for Contractor’s operations, damage to any other adjacent land or areas, and for injuries and losses sustained by the owner or occupants of any such land or areas.

Contractor is responsible for coordinating with the owner’s representative on scheduling of work. Weekend work is permitted, but at the owner’s discretion. Give at least 3 days’ notice prior to any planned weekend work.

Contractor is responsible for protecting existing structures, equipment, and vehicles from any type of over-spray from the painting application. Insurance coverage required will include damage to property, vehicles, and buildings, due to over-spray.

Before the work is considered complete, any trash, rubbish or unused material generated by the contractor shall be disposed of at the contractor’s expense. On-site dumpsters are not to be used. Streets, pavements, fences and other public and private property disturbed or damaged shall be restored to their former condition at the contractor’s expense.

3. CLEANING, PRIMER AND PAINT SPECIFICATIONS

The entire exterior surfaces of the buildings/structures to be painted shall be pressure washed with a trisodium phosphate/water solution (0.25 lbs of TSP per gallon of injection water). Rinse with clean tap water.

Siding

Rust Inhibitor – Sherwin Williams. Industrial Pro-Cryl Universal Acrylic Primer or Approved Equal. Apply one coat of Rust Inhibitor per manufacturer’s specifications. Dry film thickness: 2.5-4.0 mils.

Intermediate & Final Coat – Sherwin Williams. Pro Industrial DTM Acrylic Semi-Gloss – Match Color of Existing Siding. Apply initial first coat of finish paint per manufacturer’s specifications; dry film thickness: 2.5-4.0 mils. Apply final (second) coat of Finish Paint. Dry film thickness: 2.5-4.0 mils.

Caulking – Sherwin Williams or Approved Equal

Screws - #9 x Length with Rubber Gasket. Length is to be one inch longer than the existing screws

Fasteners - 905A Stainless/galvanized

Roof

Uniflex – Sherwin Williams. Commercial Grade, Elastomeric Finish Coat 41-500, White; Two Coats, Dry film thickness: 8.4 mils.

Screws - #9 x Length with Rubber Gasket. Length is to be one inch longer than the existing screws

Fasteners - 905A Stainless/galvanized

Dry film thickness shall be measured with a magnetic gauge and measurements shall be spaced so that there is one measurement per 250 square feet of painted surface after application of each coat. If the dry film thickness does not meet the requirements of the specifications, then additional coats shall be applied at no additional cost to the Owner to attain the dry film thickness specified above.

4. WARRANTY

Exterior surfaces painted under this contract shall be inspected by representatives of the contractor and the Owner approximately 11 months after painting work has been completed to determine whether any repair work is necessary. Any location where coats of paint have peeled off, bubbled, or cracked and any location where rusting is evident shall be considered to be a failure of the coating system. The contractor shall make repairs at all such locations by removing the deteriorated coating, cleaning the surface, and applying a recoat of the stipulated paint system. If the area of failure of any one plane surface (wall or roof) exceeds 25 percent of the total area of that surface, the entire surface shall be recoated.

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

MANAGED BY THE WATER & SEWER COMMISSION OF THE CITY OF HENDERSON

Purchase Order

Ship To

Henderson Water Utility
230 N. Alvasia St.
Henderson, KY 42420

Date:	03/22/2017
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Purchase Order:	25189
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Contact: Mike Moore
Phone: 270-869-6613
Fax: 270-826-9343
Email: moorem@hkywater.org

Vendor ID: 4742
Vendor Name: Badger Meter Inc
Vendor Address: PO BOX 245036
MILWAUKEE, WI, 53244-9536

Comments: Budget# 22 04 802 4224 - For (36") 3/4" Meters and (4) 6" for inventory stock and replacement.
Prices from the 201421 Ext.# 2 Water Meter Bid\
Purchased from Badger Meter.

Order Quantity		Unit Price	Extended Price
36.00	C-700 5/8"x3/4" CF 3/4 Meter - Touchread HWU ID: A0005	\$87.24	\$3,140.64
4.00	6" Turbo Series CF 6 METER TURBINE TOUCHREAD CF HWU ID: A0573	\$2,482.25	\$9,929.00
			\$13,069.64

SAMPLE