

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 August 20 at 11:30 a.m. local time at which time the bids will be opened and considered for the purchase of the following:

SLUDGE DISPOSAL 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 270-826-2421.

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/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 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 DISPOSAL. The anticipated annual volume for each facility (NWWTP = 27,000 Tons, SWWTP = 9,000 Tons) will be used (load size will be considered 40,000 lbs). The responsible/responsive vendors offering the combined lowest cost per HWU facility will be the primary contractor awarded the bid, with other responsible bidders considered alternate contractors. In the event the primary contractor is unable to perform in a satisfactory manner, HWU may approach alternate contractors to provide a temporary solution.

HWU intends to award this bid in two separate sections:

- DISPOSAL: North Wastewater Treatment Plant
- DISPOSAL: 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 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 two-years from the date of bid acceptance by the Henderson Water and Sewer Commission. This bid will be eligible for 2 two-year extensions (at HWU's discretion). At each extension, any price increase request must be justified based upon supporting documentation presented to HWU. If HWU and the existing vendor cannot agree on the increase amount, the contract will be allowed to expire and a new bid will be issued.

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. *Not applicable for this bid.

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:
 - (a) He, or any member of his immediate family has a financial interest therein; or
 - (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- b. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of

any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

- c. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- d. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
- e. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

15. CONTRACT MODIFICATIONS:

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

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

16. SELLER'S INVOICES:

Invoices shall be prepared and transmitted to HWU at the provided address. Invoices shall contain the information/documentation as specified in 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 could 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".

17. PRECEDENCE OF PROVISIONS:

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order:

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

18. INSURANCE:

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

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

BID FORM

PROJECT IDENTIFICATION: Sludge Disposal
Henderson Water Utility
Ref# 201921_Sludge Disposal

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, Kentucky 42420
August 20, 2019 11:30 a.m.

1. Questions regarding this bid should be directed to the Purchasing Manager, Kathy Ambrose at 111 Fifth Street, Henderson, KY 42420 (270) 826-2421, 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 13, 2019: last day to submit questions for clarification of bid: clarifications or amendments will be posted within 2 days of this date.
 - b. August 20, 2019: Bid submittal deadline 11:30 a.m. local time
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.

DISPOSAL SPECIFICATIONS

Scope of Work (Disposal): It is the intention of this portion of the bid to provide HWU with a Contractor who will accept sludge from our facilities. This bid may be awarded to multiple vendors – with the intention that, if the lowest cost vendor is not capable of providing service, HWU will then move to the next lowest cost vendor. Contractor must strictly adhere to all current local, state, and federal regulations which are relative to the handling of the product. HWU reserves the right to request proof of adherence at any time and failure by the Contractor to provide proof may result in termination of contract.

North Wastewater Treatment Plant (NWWTP) – Pressed Sludge

1. Sludge Characteristics

- a. **Solids Percentage:** The NWWTP uses two belt presses to produce a sludge cake that averages 13-18% solids
- b. **Average Annual Volume (Wet Tons):** 28,000
- c. **503 Metals:** See Table 1

2. Landfill Requirements:

- a. Landfill must conform to the most current 40 CFR 503 regulations
- b. Landfill must agree to accept the proposed annual volume of product
- c. Landfill must allow trucks hauling HWU product to have a maximum unload time (total time on property) of 30 minutes for all loads. Failure to adhere to this specification may result in termination of contract by HWU.

3. **Penalties** If Contractor fails to provide the appropriate reporting with each invoice, payment will be held until documentation is received. If, at any point, more than 2 invoices are being held for appropriate documentation, HWU may contact the vendor and give notice of contract termination. At that point, HWU will move the remainder of the contract to the next “best value” contractor. Any contractor who is awarded a contract and then has that contract terminated for failure to provide appropriate documentation, may become ineligible to provide like services to HWU for a period of 2 years.

4. Billing/Payment

- a. Billing/Payment shall be on a per-ton basis, as documented by official load/weight tickets. Invoices should be submitted twice per month. This plant does not have certified scales: HWU will not pay on estimated weight. Payment will be processed after receipt of appropriately documented invoices from the Contractor.

5. 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.

6. 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.

7. **Bid Term:** Terms and conditions, unless stated otherwise herein, are to be effective for two-years from the date of bid acceptance by the Henderson Water and Sewer Commission. This bid will be eligible for 2 two-year extensions (at HWU’s discretion). At each extension, any price increase request must be justified based upon supporting documentation presented to HWU. If HWU and the existing vendor cannot agree on the increase amount, the contract will be allowed to expire and a new bid will be issued.

8. **Termination of Bid by HWU:** HWU reserves the right to terminate this contract (with a 30-day notice) if sludge production/disposal options change significantly within the bid term or if vendor performance is non-satisfactory. Should HWU choose to terminate this contract mid-term due to unsatisfactory vendor performance, HWU may decide to not allow vendor to participate in future contracts of a similar nature for up to two (2) years.

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 (minimum 30-day notice), the Contractor may be barred from future work with the HWU for a period of 2 years.

NWWTP Drybed Sludge

Scope of Work: In addition to the pressed sludge, HWU requires a location to haul Drybed Sludge. This sludge will typically be hauled a few times each month with an average tonnage of 140 tons/month (< 2,000 tons per year). This will be bid and awarded as a separate line item. All the requirements outlined above for the pressed sludge will also pertain to the drybed sludge.

South Wastewater Treatment Plant (SWWTP) – Pressed Sludge

1. **Sludge Characteristics**
 - a. **Solids Percentage:** The SWWTP uses one belt press to produce a sludge cake that averages 14-18% solids
 - b. **Average Annual Volume (Wet Tons):** 9,000
 - c. **503 Metals:** See Table 1
2. **Landfill Requirements:**
 - a. Landfill must conform to the most current 40 CFR 503 regulations
 - b. Landfill must agree to accept the proposed annual volume of product
 - c. Landfill must allow trucks hauling HWU product to have a maximum unload time (total time on property) of 30 minutes for all loads. Failure to adhere to this specification may result in termination of contract by HWU.
3. **Billing/Payment**
 - a. Billing/Payment shall be on a per-ton basis, as documented by official load/weight tickets. Invoices should be submitted twice per month. This plant does 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. **Bid Term:** Terms and conditions, unless stated otherwise herein, are to be effective for two-years from the date of bid acceptance by the Henderson Water and Sewer Commission. This bid will be eligible for 2 two-year extensions (at HWU's discretion). At each extension, any price increase request must be justified based upon supporting documentation presented to HWU. If HWU and the existing vendor cannot agree on the increase amount, the contract will be allowed to expire and a new bid will be issued.
7. **Termination of Bid by HWU:** HWU reserves the right to terminate this contract (with a 30-day notice) if sludge production/disposal options change significantly within the bid term.
8. **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 (minimum 30-day notice), the Contractor may be barred from future work with the HWU for a period of 2 years.

---- Table 1 (503 and Organic Characteristics) ----

Parameter	NWWTP 3 Yr MAX AVG	SWWTP 3 Yr MAX AVG
Arsenic	9.40	2.050
Cadmium	.846	.500
Chromium	32.9	8.66
Copper	101	44.50
Lead	20.9	3.90
Mercury	.228	.50
Molybdenum	5.06	3.940
Nickel	140	16.40
Selenium	2.93	2.710
Zinc	570	206
Total Phosphorus	22214	30556
Ammonium Nitrogen	4069	7919
TKN	7020	19000
Nitrate-Nitrogen	183	7347
Potassium	794	1050
pH	8.71	7.19

*All units are **dry weight** mg/kg and are the 3 year average of the annual highest level.

BID FORMS

Every bidder must return all documents from this page forward (pages 17-23)

Bidders must include the following with their bid:

- Landfill Disposal of Sludge
 - Proof of current landfill permit as issued by the KY Department for Environmental Protection
 - Landfill physical address

- Bidders must be prepared to provide the following within 14 days of being notified of low bidder status:
 - W-9
 - Certificate of Liability Insurance

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 Disposal Bid Form

The BIDDER will dispose of Sludge in accordance with the specifications of this bid document as well as the most current 40 CFR 503 regulations.

North Wastewater Treatment Plant (NWWTP): 205 Drury Lane, Henderson, KY 42420

Landfill:

Name / Address of Facility:

Cost per ton: \$ _____ (Pressed Sludge)

Company Submitting Bid: _____

Landfill:

Name / Address of Facility:

Cost per ton: \$ _____ (Drybed Sludge)

Company Submitting Bid: _____

South Wastewater Treatment Plant (SWWTP): 4137 Quinn Landing Road, Robards, KY 42452

Landfill

Name / Address of Facility:

Cost per ton: \$ _____ (Pressed Sludge)

Company Submitting Bid: _____

Bidder acknowledges receiving the following addendums:

**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* _____

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

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