

INVITATION TO 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 Thursday August 14, 2008 at 10:30 a.m. at which time the bids will be opened and considered for the purchase of the following:

36" HDPE Plastic Culvert Pipe FOR HENDERSON WATER UTILITY

Specifications and Instructions to Bidders may be obtained at the above address of the office of the Henderson Water Utility or at the company website www.hkywater.org. 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”.

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 vendor wishes to make concerning the bid shall be written separately and independently of the proposal or bid, attached to the bid form, and placed in the envelope with the bid. Any such statement or explanation must refer to the bid submitted and shall also be signed by the vendor.
- e.** Unit price for each unit offered shall be shown and such price shall include packing and delivery to HWU unless otherwise specified within the Bid Form. Fuel Surcharges and any other miscellaneous charges should be included in the unit price. A total shall be entered in the amount column of the schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price shall govern.
- f.** Cash discounts shall not be considered in making the award of the contract.
- g.** Trade discounts shall be deducted by the vendor in calculating the unit price quoted, unless otherwise stated.
- h.** Offers for supplies or services other than those specified shall not be considered unless authorized by the solicitation.
- i.** Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; One week is 7 days; One month is 28 days.

3. 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 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 offeror concerning a solicitation shall be furnished to all prospective offerors through a clarification posted on the HWU website, or as an amendment of the solicitation (if there was a change in the scope of the bid), which would also be posted on the HWU website and would also include an amended bid form. **VENDORS WILL NOT BE NOTIFIED INDIVIDUALLY OF CLARIFICATIONS/AMMENDMENTS TO THE BID.** All information pertaining to the bid will be posted on the HWU website www.hkywater.org.

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS:

Receipt of an addendum to a solicitation shall be acknowledged by the offeror 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 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.

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 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.

7. LATE OFFERS AND MODIFICATIONS:

Offers and modifications of offerors 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. While pricing is a determining factor in this bid. The bid will be awarded to the vendor whose product conforms to the specifications and has the best cost for their guaranteed lead time.
- b. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.
- 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.

A written award mailed (or otherwise furnished) to the successful offeror(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 / 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).

11. 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.

12. 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.

13. SELLER'S INVOICES:

Invoices shall be prepared and transmitted to HWU at the provided address. Invoices shall contain, at a minimum, the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

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

- a. All material/services requested in this Invitation to Bid are received by HWU.
- b. If this is a contract which will generate several individual Purchase Orders, each Purchase Order will be paid at its' completion.
- c. The invoice, when received, must have the correct pricing or have a credit memo issued. HWU will not process any invoices "short-paid".

14. 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.

15. 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: 36: HDPE Plastic Culvert Pipe
Henderson Water Utility
Ref# 200811-0814

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, Kentucky 42420
August 14, 2008

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 12:** last day to submit questions for clarification of bid: clarifications or amendments will be posted within 2 days of this date.
 - b. **August 14:** Bid Closing: 10:30 a.m.
 - c. **August 18:** HWU Board meeting (award approval requested)
 - d. **August 20:** Contract becomes active (or date the single PO will be issued)
3. The undersigned BIDDER proposes and agrees, if this bid is accepted, to furnish all equipment as specified or indicated in the bid documents and specifications for the bid prices and in accordance with the other terms and conditions of the bid documents and specifications.
4. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and the bid documents and specifications. This bid will remain subject to acceptance for ninety days after the day of bid closing.
5. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the bidding documents.
 - b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Specifications, and all conditions, laws and regulations that in any manner may affect cost, or furnishing the equipment required.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER. Bidder

acknowledges and certifies by submission of his bid that all the provisions and statutes of K.R.S.45a.465 are complied with fully.

4. BIDDER will furnish and deliver all labor, materials, and/or equipment as specified herein for the prices listed below.
5. All item prices MUST include delivery or transportation to jobsite, fuel, fuel surcharges, and any other costs which may occur.
7. The bidder must complete the following Pricing Form and Signature Page. If the bidder has no information for any item on the Pricing Form, the bidder should indicate on the form as "NO INFORMATION".
8. Failure to follow directions or complete the attached forms will result in nullification of bid.

SPECIFICATIONS

This bid is to furnish 560' of 36" HDPE Plastic Culvert Pipe, Double Wall, with Gasketed Joint (ADS N-12 or approved Equal). The pipe must be quoted including all costs (freight, fuel surcharges, etc) to Henderson, KY. This pipe is for a specific, approved project (Acorn Village Storm Line) and the purchase order should be issued on August 20, 2008 (pending HWU board approval on August 18).

HDPE pipe shall be corrugated with an integrally formed smooth interior wall. The pipe shall have a full circular cross-section. All sizes shall conform to AASHTO classification "Type S" for smooth waterway.

The pipe shall comply with the requirements for test methods, dimensions and markings found in AASHTO Specification M252 and M294. Pipe joints and fittings shall be of the same pipe stiffness as the pipe. Gaskets shall be manufactured in accordance with ASTM F477.

PRICING FORM

Description	Price per foot	Total Price	Delivery ARO
560' 36" HDPE Plastic Culvert Pipe, Double-Wall, Gasketed Joint (ADS N-12 or approved equal			days

Company Submitting Bid: _____

SIGNATURE PAGE

BIDDER

Company Name

Address

City State Zipcode

Authorized Representative

Title

Print Name

Date

E-mail

Phone

Fax

SEAL (if BID is by Corporation)

Attest