

INVITATION FOR BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420; until Wednesday March 9 at 1:30 p.m. local time at which time the bids will be opened and considered for the purchase of the following:

LAB SERVICES – DRINKING WATER FOR HENDERSON WATER UTILITY

Specifications and Instructions to Bidders may be obtained at the company website <http://tinyurl.com/hwu-bids>. Questions regarding this bid should be directed to Josh Thompson at 270-869-6590.

Bidders should submit their sealed bids by customary means, prior to the bid opening time. At the specified time, a video teleconference will be broadcast to the public as allowed under KRS 61.826 and KRS 45A.080(4). No primary location will be set for public attendance as per Kentucky Attorney General Opinion 20-05, and no public attendance will be permitted at this meeting due to the highly contagious nature of COVID-19. The Bid Opening will be broadcast on Zoom: <https://zoom.us/j/93788399103?pwd=OUUp3SmtpaGRIZkVnYUVMQVdUNTF2dz09>.

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)
- f. "Responsive bidder" is a vendor who has submitted a bid which conforms in all material aspects to the requirements stated in the IFB.
- g. "Responsible bidder" is a bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- h. In this document, the DOW refers to the State of Kentucky Division of Water.

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 be inclusive of all costs as specified within the Bid Form. Sample bottles, any required preservatives, shipping (of the sample bottles to HWU and the samples back to the lab), environmental fees, sample disposal fees and any other charges should be included in the unit price bid. 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 estimated cost per year as submitted by a responsible bidder. HWU may consider a vendor's past performance when determining responsibility.

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

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

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

11. LENGTH OF BID

Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the Henderson Water and Sewer Commission or as set forth in Bid Specifications. At HWU's discretion, this bid will be eligible for 2 one-year extensions. At each extension, the vendor may request a price increase of no more than 5% above the price of the previous contract. The request for a price increase must include valid indicators for the product/service being provided (such as the Consumer Price Index).

12. KENTUCKY / INDIANA SALES AND USE TAXES:

Sales of tangible personal property or services to HWU are not subject to state sales or use taxes. Henderson Water Utility's Kentucky/Indiana sales tax exemption number will be provided to the successful bidder(s).

Henderson Water Utilities sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax-exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

13. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Any contracts or orders placed as a result of the offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R.S. 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of K.R.S. 45A.455 are complied with fully.

A City of Henderson business license is required for all vendors servicing accounts within the City of Henderson. Information regarding the business license can be obtained by calling the business license office at 270-831-1200. Vendors will be allowed ten (10) days after award of bid to submit a copy of their current business license to the Purchasing Manager.

14. CONFLICTS OF INTEREST – Gratuities and kickbacks – Use of confidential information (KRS 45A.455)

- a. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - (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. Invoicing for all analytical tests shall be sent to HWU **no later** than 30 days after testing is performed. Failure to provide 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: **Lab Services – Drinking Water**
Henderson Water Utility
Ref# 202204_LabServicesDW

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, Kentucky 42420
March 9, 2022 1:30 local time- Zoom only – not in-person

1. Questions regarding this bid should be directed to Josh Thompson (270) 869-6590, JoshThompson@hkywater.org or Ashley Morgan (270) 869-6591 AshleyMorgan@hkywater.org in accordance with Item 3 of the Solicitation Instructions and Conditions included with this bid.
2. Critical dates regarding this bid:
 - a. March 4, 2022: last day to submit questions for clarification of bid: clarifications or amendments will be posted within 2 business days of this date.
 - b. March 9, 2022: Bid submittal deadline 1:30 p.m. local time
3. The undersigned BIDDER proposes and agrees, if this bid is accepted, to furnish all supplies and services 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 sixty 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 sample bottles, any required preservatives, and shipping coolers.
7. All item prices MUST include pre-labeled sample bottles, any required preservatives, shipping (of the sample bottles to HWU and the samples back to the lab), environmental fees, sample disposal fees and any other charges should be included in the unit price bid.
 - 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.

BID SPECIFICATIONS
LAB SERVICES – Drinking Water

GENERAL INFORMATION

The Henderson Water Utility (HWU) of Henderson, KY seeks to enter into contract with a Water Quality Testing & Reporting Laboratory. The analytical testing shall include, but not be limited to, all specified parameters under the Safe Drinking Water Act (SDWA) and shall follow the most recent and accepted procedures defined by Standard Methods or EPA for analysis.

All drinking water analysis reports shall be submitted to the approved HWU representative and the State of Kentucky Division of Water (DOW). Monthly Fluoride analysis reports shall be submitted to HWU and the Kentucky Department of Health.

TESTING AND QUANTITY

Testing of samples for the following parameters shall be performed using approved procedures as noted above, unless specified.

Parameter	North Treatment Plant Qty & Frequency	South Treatment Plant Qty & Frequency	Total Qty
Alkalinity	1/month	1/month	24
Chlorite	3/month	3/month	72
Secondary	1/year	1/year	2
Haloacetic Acids	5/quarter	2/quarter	28
Inorganics	1/year	1/year	2
Nitrate	1/year	1/year	2
Nitrite	1/year	1/year	2
Radium 226 & 228	Multi Year Interval	Multi Year Interval	
Trihalomethanes	5/quarter	2/quarter	28
Total Organic Carbon	2/month	2/month	48
SOCs Regulated	Multi Year Interval	Multi Year Interval*	
VOCs Regulated	1/year	1/year	2
Fluoride	2/month	2/month	48
KY Department of Health Fluoride samples <u>MUST</u> be analyzed using: 4500 - F⁻ C. Ion-Selective Electrode Method			
Gross Alpha Particles	Multi Year Interval	Multi Year Interval	
Dioxin	2/year		2
Sodium	1/year	1/year	2
Asbestos	Multi Year Interval	Multi Year Interval	
Lead	30/ Multi Year Interval	5/Multi Year Interval	35
Copper	30/ Multi Year Interval	5/Multi Year Interval	35
PFAS	3/Quarterly (2 Field Blanks)	2/year	12

*South plant SOC's include Atrazine, which is required to be taken on the 4th quarter yearly.

REPORTING

A PDF copy of the certified analysis results for each parameter sampled, shall be sent to HWU within fourteen (14) days from receiving the sample* and prior to being submitted to DOW.

(*Exceptions to this are parameters that are sub-contracted to a different lab and/or which require a greater number of days for analysis turn around. Where this is the case, communication with HWU on an expected time-frame is expected and acceptable.)

If a sub-contracted lab is used for any parameters, it shall be notated on the results that are sent to HWU, which lab ran those analysis.

Certified results shall be submitted to the regulating authority (DOW and/or the Kentucky Department of Health), with proper units of measurement correlating with the MCL's unit of measurement, on applicable submission forms or electronically **no later** than the 10th of the month following the sampling month. Fluoride testing for KY Department of Health is an exception to this. These Fluoride samples are collected 2x/month on the 1st and 3rd week. **These Fluoride results are to be reported to HWU and KY Department of Health in a (5) day turnaround time from receiving the sample.**

HWU desires available access to analytical information throughout each step of the analysis and reporting process. This can be through a web portal or other electronic notification means.

The official analytical results shall be provided to HWU as soon as they are available via electronic delivery. Acceptable formats are .csv, .xls, and .xlsx. (HWU hopes to be able to accept transfer of data from the following LIMS vendors: ATL, doForms, Eurofins Scientific, Perkin Elmer, Promium, Telecation, and Tribal Software).

Invoicing for all analytical tests shall be sent to HWU **no later** than 30 days after testing is performed. Vendor can provide one invoice per chain of custody of samples at the time the PDF copy of certified analysis results are reported, or vendor may choose to provide a consolidated monthly invoice. Invoices must specify which water treatment plant (North or South) is being invoiced and include the chain of custody for all tests within that invoice. Under no circumstances will HWU pay an invoice without having received the certified analysis report(s) for testing being invoiced.

The testing facility awarded the bid for these services shall be responsible for any and all costs of any fines, resampling, retesting, and/or resubmittal of reports due to their failure to submit accurate reports by this deadline. The testing facility awarded this bid shall be responsible for any costs for public notification that are required by HWU as a result of the testing facility's failure to submit accurate reports by this deadline.

NOTIFICATIONS

EXCEEDANCES: The laboratory shall notify HWU upon discovery (no later than 24 hours) of an analytical result that exceeds a drinking water standard (MCL) or guideline.

REJECTION OF SAMPLE: The laboratory shall notify HWU (no later than 24 hours) of any sample, in whole or in part, that is rejected. HWU will bear all costs for re-sampling if the rejection is the fault of HWU and prior to the lab's accepting custody of the sample. The contractual lab shall bear all re-sampling costs if the rejection is the fault of the lab after having accepted custody of the sample.

SAMPLE/PARAMETER INVALIDATION: The laboratory shall notify HWU upon discovery (no later than 24 hours) of any sample or tested parameter that is invalidated. HWU will bear all costs for re-sampling if the invalidation is the fault of HWU and prior to the lab's accepting custody of the sample. The contractual lab shall bear all re-sampling costs if the invalidation is the fault of the lab after having accepted custody of the sample.

LABORATORY ERROR

If test results are invalid due to laboratory error or do not meet other HWU/DOW/Kentucky Department of Health submission requirements, then reanalysis and resubmittal of report(s) shall be performed at no cost to HWU.

SAMPLING EQUIPMENT

The awarded laboratory shall be responsible to provide the sufficient quantity and size sample bottles required. Sample bottles shall contain the proper preservative (if required) for the sample to be collected. The laboratory shall, with bottles supplied, provide a list that clearly describes which bottles and preservatives are for which samples. All applicable labels, paperwork, instructions, and chain of custody forms shall be included with sample bottles. HWU desires that all labels and chain of custody forms be preprinted, the information needed will be provided once the awarded laboratory is established.

CERTIFICATION AND PROFICIENCY

The awarded laboratory shall be certified by the State of Kentucky Division of Water for ≥ 5 years. The awarded laboratory shall be established and experienced in reporting according to DOW requirements (state forms or KY's electronic database) for ≥ 5 years. A copy of the certification and proof of ≥ 5 years shall be included in the bid submission.

The testing facility shall provide copies of their five (5) most recent proficiency testing results scores.

All subcontracted labs shall be listed in the bid proposal. Copies of the subcontracted lab's five (5) most recent proficiency testing results scores shall be provided with the bid proposal.

ADDITIONAL TESTING

HWU may require from time to time an additional test(s) of those listed above. The awarded facility shall provide those tests at the same price as submitted on the bid proposal for each test parameter.

SCHEDULING, SAMPLING, AND SAMPLE PICK-UP/SHIPPING

HWU Staff will coordinate with the contracted lab on specific sampling schedules after the contract is awarded. HWU staff will pull all samples.

NOTE For determining sample transport cost:

- HWU staff will pull all samples
- There will be 1 drop-off/pick-up location:
 - HWU North Water Treatment Plant
 - 510 N. Water Street Henderson, KY 42420
- Fluoride samples are 2x per month (the 1st and 3rd week each month). All other samples can be coordinated to be picked up at one of these time, but preferably with the 1st week's fluoride samples, so 2 pick-ups per month. The only exception to the 2 pick-ups per month is during the second month of each quarter when we test for DBP's, those months there will need to be 3 pick-ups made, as South Plant and North Plant are on different monitoring schedules.
- Sample pick-up will be a simple chain of custody transfer
- Shipping of samples will follow the same schedule as pick-up (2 to 3x per month).
- Pre-labeled sample bottles, any required preservatives, shipping (of the sample bottles to HWU and the samples back to the lab), environmental fees, sample disposal fees and any other charges should be included in the unit price bid.

BID FORM

Lab Services – Drinking Water

Every bidder must return all documents from this page forward (pages 13-17)

Bidders must include the following with their bid:

- A copy of the lab certification for the State of Kentucky Division of Water (**must** be ≥ 5 years)
- Proof of being established and experienced in reporting according to State of Kentucky Division of Water requirements (**must** be ≥ 5 years)
- Copies of lab's five (5) most recent proficiency testing results scores
- A list of all subcontracted labs and each lab's five (5) most recent proficiency testing results scores.

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.

Parameter	North Treatment Plant Qty & Frequency	South Treatment Plant Qty & Frequency	Total Qty	Cost per test	Cost per year (total * cost)
Alkalinity	1/month	1/month	24	\$	\$
Chlorite	3/month	3/month	72	\$	\$
Secondary	1/year	1/year	2	\$	\$
Haloacetic Acids	5/quarter	2/quarter	28	\$	\$
Inorganics	1/year	1/year	2	\$	\$
Nitrate	1/year	1/year	2	\$	\$
Nitrite	1/year	1/year	2	\$	\$
Radium 226 & 228	Multi Year Interval	Multi-Year Interval		\$	\$ n/a
Trihalomethanes	5/quarter	2/quarter	28	\$	\$
Total Organic Carbon	2/month	2/month	48	\$	\$
SOCs Regulated	Multi Year Interval	Multi-Year Interval*		\$	\$ n/a
VOCs Regulated	1/year	1/year	2	\$	\$
Fluoride	2/month	2/month	48	\$	\$
Gross Alpha Particles	Multi Year Interval	Multi-Year Interval		\$	\$ n/a
Dioxin	2/year		2	\$	\$
Sodium	1/year	1/year	2	\$	\$
Asbestos	Multi Year Interval	Multi Year Interval		\$	\$ n/a
Lead	30/ Multi Year Interval	5/Multi Year Interval	35	\$	\$
Copper	30/ Multi Year Interval	5/Multi Year Interval	35	\$	\$
PFAS	3/Quarter (+2 filed blanks/Quarter)		12	\$	\$
Total estimated cost per year (used for evaluation)					\$

*South plant SOC include Atrazine, which is required to be taken on the 4th quarter yearly.

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

Attest

Address

Authorized Representative

City

State Zipcode

Print Name

Title

Date

Phone

E-mail

SEAL (if BID is by Corporation)

Fax

**Statement Required Pursuant to KRS 45A.395
NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

1. He or she is the owner, partner, officer, representative, or agent of _____, the Bidder that he or she has submitted the attached bid;
2. He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Henderson Water Utility, the City of Henderson, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this
____ day of _____, 2022.

Title

My commission expires _____