

## 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 2:30 p.m. local time, on the 15<sup>th</sup> day of March at which time the bids will be opened and considered for the purchase of the following:

### LAWN MAINTENANCE SERVICES NORTH WASTEWATER TREATMENT PLANT FOR THE HENDERSON WATER UTILITY

Specifications and Instructions to Bidders may be obtained from:

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

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

Questions should be directed to:  
Kathy Manker, Purchasing Manager  
[KathyManker@hkywater.org](mailto:KathyManker@hkywater.org)  
270-869-6609

***All bidders are required to participate in site visits,  
and be pre-qualified as outlined in this bid document.***

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=OUp3SmtpaGRIZkVnYUVMQVdUNTF2dz09>.

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. “Responsible bidder” is defined as a bidder who has the capability in all respects to perform fully the contract requirements, also the experience, reliability, capacity, facilities, equipment, and financial stability which will assure good faith performance.
- f. “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.
- 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/AMMENDMENTS TO THE BID.** All information pertaining to the bid will be posted on the HWU website [www.hkywater.org](http://www.hkywater.org).

### 4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS:

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

#### 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.

## 7. 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.

## 8. AWARD OF CONTRACT:

### a. Best Value – Ranking Approach

It is the intent of HWU to award this contract to one responsible vendor for the listed facilities. The responsible vendor with the lowest overall cost will be awarded the contract. If the awarded vendor is unable to fulfill the contract, the next lowest responsible bidder will be awarded the contract.

The “Additional Services” section of the bid form will be used for additional landscape, construction, or reconstruction services on an as-needed basis and will NOT be used in the bid evaluation process.

*Measurable Criteria (100 points total possible) – Price 100 points*

- b. Each section which is bid must have a price for each line item.
- c. If a bidder declines the bid award or is awarded the contract and then decides to terminate the contract with HWU, they will be disqualified as a responsible bidder for a period up to 5 (five) years following the contract which they decline/terminate. There will be no penalty for declining renewal at the end of a contract term.
- d. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility from suits or actions of every nature and description brought against it, for on account of any injuries or damages received or sustained by any party or parties, by or form any of the acts of the contractor, his servants, or agents.
- e. The contract term is for one year. At the expiration of the initial term, HWU may offer up to two one-year renewal terms. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Any increases in prices or rates after the initial term or any renewal term shall not exceed the prior year’s increase in the Consumer Price Index for all Urban Consumers (CPI-U) for all items (unadjusted for seasonal changes) for the current twelve (12) month period.

Notice of intent to renew will be given to the Contractor in writing by HWU, normally sixty (60) days before the expiration date of the current Contract.

- f. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.
- g. A written award mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a contract without further actions by either party.

## **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.

### **9. 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).

### **10. 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 Occupational 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 seven (7) days after award of bid to submit a copy of their current business license to the Purchasing Manager.

### **11. CONTRACT MODIFICATIONS:**

Due to the nature of the contract, modifications to the properties serviced by this contract may require adjustments to the prices of individual properties. 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.

### **12. SELLER'S INVOICES / TERMS OF PAYMENT**

Purchases authorized under this contract will be paid within thirty (30) days of receipt of an original invoice and verification of work performed. Accurate billing is the responsibility of the Contractor. Upon award of contract, HWU will provide an itemized billing form in Excel format. Itemized invoices should be submitted **every two weeks or once per month** and shall provide HWU with the location of the sites mowed, dates mowed, unit price per site, total price per site, and grand total due for all work performed. Invoices shall also include the Contractor's name, address, and telephone number. HWU processes invoices for payment twice per month and all payments will be mailed promptly (electronic payment is also available).

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

**14. INSURANCE**

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

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:** Lawn Services North Wastewater Treatment Plant  
Henderson Water Utility  
Ref# 202206\_NWWTP

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

**CONTACT INFORMATION:** All questions regarding this bid solicitation should be directed to the Purchasing Manager, Kathy Manker ([KathyManker@hkywater.org](mailto:KathyManker@hkywater.org) or 270-869-6609) as per item #3 in the Solicitation Instructions and Conditions.

**DATE REFERENCES:**

March 3, 2022:	Last day to submit Pre-qualification form (page 14-15)
March 9, 2022:	Mandatory Site visit scheduled 12:00 p.m. (page 16)
March 10, 2022:	Last day to submit questions
March 15, 2022:	Bid Opening 2:30 p.m. (Zoom meeting not in person)
March 21, 2022:	HWU Board Meeting (official award requested)
March 22, 2022:	Date contract becomes effective
March 21, 2023:	Contract expires (unless renewed)

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

DATE	NUMBER

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and 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.

## SPECIFICATIONS

### SCOPE OF WORK

Henderson Water Utility intends to establish a term contract with a contractor who has the ability, labor, materials and equipment to provide mowing services, weed control, and related lawn care services in strict conformance with the terms, conditions and procedures set forth herein.

**Equipment:** the contractor shall be responsible for all equipment and maintenance of said equipment required in fulfilling this contract.

**Mowing Season:** the work performed under this contract is expected to begin around April 1 and conclude around November 1. Depending upon weather and growing conditions, it is possible that mowing services will begin earlier than April 1 and continue after November 1. The contractor will be expected to start and end mowing services as directed by HWU.

Several of the HWU properties are in locations which may require special consideration to neighbors and businesses: it is the desire of HWU to maintain a good relationship with all our neighbors. If a situation arises with a citizen that cannot be resolved by the vendor, the Purchasing Manager should be contacted as soon as possible so that the situation can be resolved quickly.

- **North Wastewater Treatment Plant:** 205 Drury Lane, Henderson, KY 42420
  - Litter removal, mowing, trimming, edging, sweeping, pruning, vegetation control, bush hogging
  - The mowing area of this facility is extensive. While some areas of the facility are mowed on a weekly basis, there is a large area which is only mowed an average of once per month. **This area will require a bush hog or appropriate equipment.**
  - Special care must be used to minimize grass being blown into water basins.
  - There are standpipes and permanent fixtures which can be damaged if hit by equipment, these items will be apparent or visible.
  - On occasion, hoses and airlines may be lying in the mowing area. When arriving at the facility to mow, contractor should check-in with the operator on duty before beginning work.

### BID PROCESS

**Pre-qualification:** Bidders must demonstrate that they have the resources and capability to provide the services as described herein. Potential bidders must submit the included Pre-Qualification Form (page 15-16) to the Purchasing Manager no later than 4:30 p.m. March 3. Vendors will be promptly notified of their approval status so that they can make plans to attend the mandatory site visit before submitting their bid. The following criteria shall be met to be eligible for this contract:

- a. Vendors who have successfully held this contract within the past 5 years are not required to pre-qualify.
- b. Bidders shall demonstrate that they have been in business providing similar grounds services for at least 3 years.
- c. Bidders shall provide, at a minimum, three (3) comparable references of which similar work has been performed. These references shall be for work performed for other governmental agencies or other large commercial properties.
- d. Bidders shall provide a description of the key equipment to be used for this contract.
- e. Bidders are only required to submit one pre-qualification form. Based on the provided information, a bidder may be pre-qualified for to bid on some or all, lawn contracts.

**Site Visit:** Due to the nature of this contract, an escorted site visit is mandatory (even for vendors who have previously held this contract). The bid form at the end of this document (page 20) will show the scheduled site visit: there will be no additional visits. For a bidder to be considered for contract award, a representative from that company must have been present at a site visit.

## DESCRIPTION OF SERVICES TO BE PROVIDED

- **Mowing:** All lawn areas shall be mown on a seven (7) day cycle. However, the actual frequency will be as is warranted by weather conditions (extreme wet or dry weather) and rate of growth of the grass. Grass clippings may be removed from the site or mulched with a mulching mower. All mower blades must be sharp enough to cleanly cut the grass blades without ripping or tearing.
- **Litter:** The Contractor shall be responsible for minor litter (including small limbs) control and shall not mow over any litter. The contractor shall be responsible for disposing of shredded litter resulting from this action. The HWU shall be responsible for major litter control and shall be notified immediately when a problem exists.
- **Trimming:** All areas where grass abuts hard surfaces, edges or appurtenances such as mulch beds, fences, and other immobile objects shall be cut with a string trimmer weekly to the same height as the lawn areas. All areas not accessible to mowers must be trimmed utilizing a weed-eater or similar trimming device. Extreme care shall be used to avoid damage to trees, buildings, exposed pipes, downspouts, and any wood fencing or signage. Contractor will be responsible for damages. Do not use a mechanical trimmer in flowerbeds – weeds should be pulled by hand or chemically treated as approved.
- **Edging:** Using a mechanical edging tool, adjacent sidewalks and curbing shall be edged at least three times per growing season.
- **Sweeping:** All grass clippings must be swept from sidewalks, buildings, and facilities by the end of the cutting day. Special care shall be used to avoid blowing clippings onto vehicles, into open buildings, or lakes/basins.
- **Turf weed Control and Turf Fertilizing:** Turf weed control and turf fertilizing shall be done (as requested) by a person with applicable training/licensing.
- **Vegetation Control:** The only areas which may be chemically treated to keep them free from weeds and grass are: cracks in the sidewalks and the areas around fencing as well as parking lots and assigned tank areas. Any chemical used must be approved by the Site Manager before being used. Plant bed areas at the facilities should be kept free of undesired vegetation by mechanical means or the manual pulling of the undesired vegetation. The cost of chemicals for vegetation control shall be included in the bid price for the location. Chemical treatment shall be limited to the smallest area necessary to allow mowing without mechanical weed control. The width of the treated area should not exceed 6" on each side of fence or around fixture.
- **Pruning:** The contractor shall be responsible for trimming any low hanging tree limbs that are inhibiting mowing and trimming. Any major tree trimming shall be undertaken only in consultation with HWU.

## QUALITY

At no time will the Contractor allow the lawn areas referenced in this document to become unsightly. HWU reserves the right to determine the appropriate grass length.

The Contractor will be required to redo, at their expense, any work unsatisfactorily completed. The Contractor will respond to requests for remedial work from the Purchasing Manager or her designee.

The Contractor is required to report any safety hazards, dead animals, bug infestations or landscaping damage to the Contract Administrator on the day of discovery.

### **INSPECTION OF PROPERTIES (Site visits)**

All bidders are required to inspect the properties included in the work prior to the submission of a bid. All interested bidders are strongly encouraged to familiarize themselves with the location and all conditions that may affect the time or cost of performance. No additional compensation or consideration will be allowed because of the Contractor's misunderstanding as to the amount of work, work involved or his/her lack of knowledge of any other conditions pertaining to the work based on her/her neglect or failure to understand the scope of work. While questions regarding the bid document will be answered as late as March 10, there will be no additional tour of the sites offered.

### **CONTRACTOR'S EMPLOYEES**

The Contractor shall only furnish employees who are competent and skilled for work under this contract and have a current valid permit where applicable. The contractor and his employees must be neat in appearance: contracted lawn care services are an extension of HWU; thus the quality is of great importance and should be reflected in each employee's appearance, duties, and actions while providing services for the City. Employees must wear a shirt at all times and no clothing with potentially offensive print or design is allowed.

If, in the opinion of HWU, an employee of the contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on HWU property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

Workers shall be supervised by a qualified, responsible crew leader. Equipment operators shall be properly trained to safely operate any machinery used. A crewmember able to speak conversational English shall be on-site during work operations.

Alcohol or illegal drugs are not allowed on HWU property and possession of any of these items will be cause for immediate termination of contract.

### **CONTRACT ADMINISTRATOR & SITE-BASED ADMINISTRATORS**

The contract administrator will be the Purchasing Manager for HWU. There will be a site-based administrator for each facility, pump stations and tanks, and for landscape construction / reconstruction. During the term of the contract, should the site-based administrator request a change of scope, function, design, etc. of the project, such request shall be approved by the contract administrator prior to any changes being made.

### **CONTRACT TERM**

The initial contract term is one year with two additional one-year contracts allowed if offered by HWU and accepted by the Contractor with a maximum of three (3) years total.

**QUALIFICATION OF BIDDERS**-All responses should be typed or printed  
**This form (2 pages) must be returned no later than March 3 via drop-off (111 5<sup>th</sup> Street),**  
**Or email (Kathy.manker@hkywater.org, or fax 270.826.2428**

<b>Company Name:</b>		<b>Date of Submittal:</b>		
Address to which payments are to be mailed:				
Type of Organization (mark one)		How long in present business?		
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		_____ years <i>If business was previously (within 3 years) a different name, please include that information on a separate sheet.</i>		
Owners or Partners Names:				
<b>Contact Person on matters concerning bid and contracts:</b>				
Name	Official Capacity	Telephone Number		
Approximately how many hourly employees do you employ on a regular basis?				
Approximately how many <u>additional</u> hourly employees do you plan to employ for this contract?				
<b>Please list three (3) comparable references of which similar work has been performed. These references shall be for work performed for other governmental agencies or other large commercial properties.</b>				
Business Name	Address	Start Date	Years of Service	Contact Person and Phone Number
1.				
<i>Scope of work:</i>				
2.				
<i>Scope of work:</i>				
3.				
<i>Scope of work:</i>				



**BID FORM – Prices are per week**

	<b>Location</b>	<b>Address</b>	<b>Cost each</b>	<b>Annual Cost (# of times x cost each)</b>
1	North Wastewater Treatment Plant	205 Drury Lane Henderson KY (30 times)	\$	\$
2	NWWTP Bush hogging area	205 Drury Lane Henderson KY (7 times)	\$	\$
<b>Estimated Annual Cost (this is the cost used for evaluation purposes)</b>				\$

**Site visit schedule**

<b>Location</b>	<b>Meet at North Wastewater Treatment Plant (205 Drury Lane)</b>
	Wednesday, March 9 at 11:00 a.m.
	This tour will finish in time to get to the next site (South)

**Additional Services – As needed**

1	Trim shrubs	Per hour	\$
2	2-person crew and equipment	Per hour	\$
3	3-person crew and equipment	Per hour	\$
4	4-person crew and equipment	Per hour	\$
5	Grass seed: KY 31	Per lb.	\$
6	Straw	Per bale	\$
7	Shredded Hardwood Mulch	Per yard	\$
8	Bobcat	Per half day	\$
9	Bobcat	Per day	\$

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.

\_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

Title

**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 #:** \_\_\_\_\_

**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

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name) (Affiant) (Title)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

**BID FORM  
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.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature \_\_\_\_\_ Title \_\_\_\_\_

\*\*\* I understand that, in order to be awarded this contract, I must provide proof of the insurance required by this bid document at the time the bid is awarded and must maintain this same insurance throughout the term of the contract.

\*\*\* I also understand that, in order for my bid to be considered valid, I must have had a company representative present at a site visit for each facility for which I am presenting a bid.

Signature of bidder \_\_\_\_\_