

# The City of Henderson

P.O. Box 716  
Henderson, Kentucky 42419-0716

Finance Department

Phone: 270-831-1200  
FAX: 270-831-1246  
E-mail: [Finance@cityofhendersonky.org](mailto:Finance@cityofhendersonky.org)

May 15, 2019

## INVITATION TO BID

Bid Reference No. 19-24

Competitive sealed bids will be received by the City of Henderson, Kentucky for the following:

### Disposal of Miscellaneous Construction Debris & Leaves

Bids will be accepted in the Office of the Director of Finance, 222 First Street, Henderson, Kentucky, 42420, until 1:30 p.m., prevailing local time, on Wednesday, May 22, 2019, at which time the bids will be publicly opened and read.

The bids are being solicited pursuant to KRS 45A.365.

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INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with the bid reference number. Separate bids must be submitted for each reference number.
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. Bids may be submitted on any one item or any group of items unless otherwise stated herein. The unit price must be shown for each item or group of items as requested.
6. References in the *Technical Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidders attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
7. Bids are to be mailed to or delivered to the Office of the Director of Finance, Henderson Municipal Center, 222 First Street, PO Box 716, Henderson, Kentucky 42419-0716.
8. The City's 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.

- End of Section -

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GENERAL CONDITIONS

1. The City of Henderson reserves the right to reject any and all bids, and unless otherwise specified by the bidder, to accept any item or group of items in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. The City of Henderson's payment terms are net 30.
3. In case of default by the bidder or contractor, the City of Henderson may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices shall be stated in units of quantities specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City 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 City 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.
8. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
9. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the City Commission.

GENERAL CONDITIONS

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10. All bids shall remain valid for a period of thirty (30) days after bid opening unless a longer period is otherwise stated herein.
11. Bidder may be required to obtain a City of Henderson Occupational License within ten days of contract award.
12. All federal, state, and local law requirements must be followed.
13. The City accepts responsibility of merchandise upon receipt at the City's delivery point unless otherwise noted herein.
14. Prior to a contract being awarded to the lowest responsible and responsive bidder whose bid meets specifications, 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.

Bids will be evaluated and awarded on the following basis (*as marked*):

Lowest Bid Price; or

Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.

“Responsible bidder” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

15. Special Conditions, if any, are enclosed. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
16. The Description of Requirements and Specifications (technical specifications) for the procurement are enclosed herewith.

17. Conflict of interest -- Gratuities and kickbacks -- Use of confidential information. (KRS 45A.455)

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.

**Effective:** April 9, 1980

**History:** Amended 1980 Ky. Acts ch. 250, sec. 16, effective April 9, 1980. -- Created 1978 Ky. Acts ch. 110, sec. 92, effective January 1, 1980.

- End of Section -

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SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is requesting bids for the disposal of miscellaneous construction debris and leaves. For the purposes of this bid, the term “City of Henderson” or “City” shall also include the Henderson Water Utility (HWU) and Henderson Municipal Power and Light (HMP&L). The City is requesting bids for the disposal of the following materials:

Construction Debris:

- Concrete, mostly free from dirt and other contaminants
- Asphalt, mostly free from dirt and other contaminants
- Mixed loads, any combination of concrete, asphalt, rock, and dirt

Other Materials:

- Leaves

The construction debris waste materials are generated by construction activities through annual city service contracts and other city construction projects. In general, these projects may include street repairs, replacement of sidewalks or curb and gutter, resurfacing of roadways, and utility cuts. These materials will be delivered to the vendor’s designated disposal site by the City or its contractors. Leaves will be delivered to the vendor’s specified site by the City. All materials hauled to the disposal site will become the property of the vendor.

Each proposing firm may submit a bid for the construction debris and/or leaves. However, if a proposing firm submits a proposal for any of the items listed under “Construction Debris”, then their bid must include all three (3) items included under the “Construction Debris” category. **The City intends to award all three (3) items under “Construction Debris” as one group.** The disposal of leaves may be awarded as a separate contract.

Because construction debris and leaves will be generated from various points within the City, it may be more economical and efficient for the City to haul debris to one disposal site over another based on the where the debris is generated within the City. Therefore, the City reserves the right to award multiple contracts for the disposal of construction debris and/or leaves if it is in the City’s best interest.

The volume for each of these materials varies from year to year. Therefore, the City cannot guarantee the amount of or size of materials generated in a contract period. The City can also not guarantee that concrete and asphalt loads will be completely free from dirt and/or rock contaminants. In the past the disposal of “Construction Debris” has been estimated as conforming to the following pattern: approximately 55% of the loads are primarily concrete, approximately 5% of the loads are primarily asphalt, and approximately 40% are mixed loads. However, the City does not guarantee how many loads of each material will be delivered or at what proportion.

## SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

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The City reserves the right to keep any portion of the construction debris and/or leaves that it generates as opposed to giving this material to the vendor.

The City also reserves the right to deliver to the lowest priced vendor whose disposal site is located less than five (5) miles from the center of the City.

### Submittal Requirements:

Each proposing firm shall include the following with their bid submittal in addition to the specific documents required by and included within this bid document: 1). a list of the various types of materials that can be accepted; 2). the method of disposal/intended use (i.e. disposal vs. recycle); 3). a list of available equipment at the disposal facility; 4). a statement of general qualifications, past experience, and regulatory compliance; 5). the location of the disposal facility and proof of permitting; 6). the hours of operation; and 7). a list of three (3) client references. This information will be used by the City to confirm that each bidder either owns a permitted facility where the debris will be disposed of permanently and/or has an alternate use for the materials that meets all local, state, and federal guidelines.

If any bidder is unable to provide the City with the evidence listed above and/or if any bidder is unable to demonstrate to the City that they have either a permitted disposal facility and/or an alternative use for these materials that meets all local, state, and federal guidelines than the City shall reject their bid.

**Faxed or emailed proposals will not be accepted.**

### Terms and Conditions:

The successful bidder will be required to execute a contract for the services to be procured in general conformity with the provisions contained in the bid documents.

- The contract agreement shall be for one (1) year with options to renew for two additional one (1) year terms, if mutually agreeable to both parties.
- Termination of Contract: The City may terminate this contract agreement for cause upon a seven (7) day notice upon the failure of the successful proposer to satisfactorily remedy any contract/performance deficiency.
- Termination of Contract: The City may terminate this contract agreement without cause by giving written notice thereof by certified mail no later than thirty (30) days prior to such termination.



SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

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- Proposing firm must provide proof of meeting regulatory requirements with local, state and/or federal guidelines on disposal of proposed materials. Materials may not be disposed of in the floodplain.
- Ownership of Materials: The title or ownership of all waste materials to be disposed of shall become the property of the successful proposing firm on-site at the point the materials are loaded into the proposing firm's vehicles or, if delivered directly to the proposing firm's facility by either City vehicles or third-party vendors, at such time as the materials are received at the proposing firm's facility.
- Transport of Waste Material: The City will direct the annual concrete contract vendors as to the location of the disposal site for all construction debris.
- The proposing firm shall submit proof that it is financially responsible and capable of performing under the contract and shall carry insurance to cover the operation in question as described under the section titled Indemnification and Insurance.

Performance Bond:

No performance bond is required.

Indemnification and Insurance:

The successful proposer shall maintain at its expense during the term of the contract, the following insurance:

- (1) Workers Compensation for all employees used on the job pursuant to statute; and
- (2) Broad Form Comprehensive General Liability Insurance with a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage and \$5,000,000 aggregate.

The City shall appear as an additional insured on all insurance policies pertaining to general liability, environmental liability, or any other potential exposures to the City by the transportation or disposal of any waste. The proposer shall protect, defend and indemnify the City, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature which may result in injury or death to any persons, and for loss or damage to any property including property owned or in the care, custody or control of the City in connection with, or in any way incident to or arising out of occupancy, use, service, operations, performance or non-performance of work in connection with

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

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the services to be provided as delineated in this bid resulting in whole or in part from negligent acts or omissions of proposer, or any employee, agent, or representative of the proposer and proposer will be responsible for payment of all deductibles contained in any insurance required in this contract.

The successful bidder shall furnish certificates of insurance prior to commencement of services under this bid. No insurance policy shall be cancelled without a minimum of ninety (90) days prior written notice by certified mail to the City. The successful bidder shall replace any cancelled policy within the ninety (90) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

All insurance policies shall be issued by companies authorized to do business in the Commonwealth of Kentucky and acceptable to the City.

Any questions related to this bid shall be directed to Mr. Dylan H. Ward, Project Manager, at 270-854-2060 or e-mail at [dward@cityofhendersonky.org](mailto:dward@cityofhendersonky.org).

- End of Section -

06-01-14E  
06-01-14I

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LOWEST EVALUATED BID PRICE CRITERIA

Bid(s) will be awarded to the bidder with the lowest Total Cost using the submitted bid unit prices multiplied by the projected annual quantities. Submitted bid unit prices shall be used for payment of actual quantities for materials delivered to the vendor. During the contract period, the City expects to generate/deliver annually the estimated quantities listed below. However, the City does not guarantee any minimum or maximum quantities.

**The City intends to award all three (3) items under “Construction Debris” as one group.** A price must be submitted for each item in the group to be considered responsible and eligible for evaluation. Incomplete bids may be rejected. The disposal of leaves may be awarded as a separate contract.

| <u>Item</u>                | <u>Description</u>   | <u>Qty</u>                          |
|----------------------------|--|-------------------------------------|
| <b>Construction Debris</b> |  |                                     |
| 1.                         | Concrete Debris<br>(20% or less of net weight<br>contaminated with dirt) | 275 single-axle<br>dump truck loads |
| 2.                         | Asphalt Debris<br>(20% or less of net weight<br>contaminated with dirt)  | 25 single-axle<br>dump truck loads  |
| 3.                         | Mixed Loads<br>(Mixture of concrete, asphalt,<br>rock, & dirt)           | 200 single-axle<br>dump truck loads |
| <b>Other Materials</b>     |  |                                     |
| 4.                         | Leaves   | 175 loads                           |

LOWEST EVALUATED BID PRICE CRITERIA

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Construction debris will be delivered to the vendor's specified disposal site via single-axle dump trucks. Most of the trucks will be fully loaded, however, there may be occasions when some trucks are more lightly loaded than others. Because the waste material will not be weighed as it leaves the construction site and because vendors may or may not have a means to weigh the material at the disposal site, all construction debris material shall be measured in terms of single-axle dump truck loads. Whether it be a full or partial load, the same unit price submitted herein shall apply.

If on occasion a tandem or triaxle truck is used to deliver to the disposal site, then the appropriate multiplier will be used. For the purposes of this bid, it shall be assumed that a tandem axle can hold the equivalent volume of two (2) single axles and that a triaxle can hold the equivalent volume of three (3) single axles. Therefore, for payment purposes the cost of a tandem axle load shall be two (2) times the unit price for a single-axle load, and the cost of a triaxle load shall be three (3) times the unit price for a single-axle load.

Leaves will be delivered to the vendor's specified disposal site immediately following collection and will be deposited using the leaf vacuum. On average, this machine holds anywhere between 2 - 6 tons of leaves per load depending on the moisture content. All leave debris shall be measured in terms of leaf vacuum loads. Whether it be a full or partial load, the same unit price submitted herein shall apply.

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BID PRICING SHEET

Construction Debris:

| <u>Item</u>                           | <u>Description</u> | <u>Quantity</u>       | <u>Unit Price</u> | <u>Extension</u>  |
|---------------------------------------|--------------------|-----------------------|-------------------|-------------------|
| 1.                                    | Concrete Debris    | 275 single-axle loads | x \$ _____        | = \$ _____        |
| 2.                                    | Asphalt Debris     | 25 single-axle loads  | x \$ _____        | = \$ _____        |
| 3.                                    | Mixed Loads        | 200 single-axle loads | x \$ _____        | = \$ _____        |
| <b>Construction Debris Total Cost</b> |                    |                       |                   | <b>= \$ _____</b> |

Other Materials:

| <u>Item</u>                       | <u>Description</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Extension</u>  |
|-----------------------------------|--------------------|-----------------|-------------------|-------------------|
| 4.                                | Leaves             | 175 loads       | x \$ _____        | = \$ _____        |
| <b>Other Materials Total Cost</b> |                    |                 |                   | <b>= \$ _____</b> |

\*Please indicate clearly as to whether the unit prices provided are either a credit to the City or a debit to the City.

- Credit – Unit price which the contractor will pay the City for the disposal of products.
- (Debit) – Unit price which the City will pay the contractor for the disposal of products.

Addendum # received \_\_\_\_\_

BID PRICING SHEET

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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 an 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 \_\_\_\_\_

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REQUIRED AFFIDAVIT FOR NON-RESIDENT BIDDERS CLAIMING KENTUCKY  
RESIDENT BIDDER STATUS

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 City of Henderson 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: \_\_\_\_\_

REQUIRED TO BE SUBMITTED WITH BID

The provisions of KRS 45A.395 required 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.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
(Signature) (Title)