



The City of Henderson
P.O. Box 716
Henderson, Kentucky 42419-0716

Finance Department

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May 24, 2022

INVITATION TO BID

Bid Reference No. 22-20

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

Contract Meter Reading

Bids will be accepted in the Office of the Director of Finance, 222 First Street, PO Box 716, Henderson, Kentucky, 42419, until 1:30 p.m., on Tuesday, June 7, 2022 prevailing local time, at which time the bids will be publicly opened and read.

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

City of Henderson, Kentucky
Invitation to Bid

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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.
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 -

City of Henderson, Kentucky
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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:

GENERAL CONDITIONS

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- (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 -

06-01-14D

City of Henderson, Kentucky
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SPECIAL CONDITIONS

The City of Henderson is interested in receiving sealed bids from qualified contractors to read approximately 24,000 utility meters per month. The 24,000 meters to be read will consist of approximately 8,525 water meters, 12,175 electric meters and 3,300 gas meters.

1. SCOPE OF WORK

The Contractor shall read the meters in accordance with written schedules and maps supplied by the City. Such schedules will provide for the reading of meters from specified routes (or parts thereof) at regular intervals. The same routes or parts of routes shall be read on a regular schedule with a certain number of routes to be read each week.

The reading of water meters shall consist of; accessing the water meter, raising or lifting the lid of the meter box (small metal flap), raising the small metal cover-plate on the meter, wiping any dust or dirt accumulated since the prior reading, reading the numerical readout on the meter, inputting the reading into the electronic handheld device or writing down the number for future input into electronic handheld device, replacing the small metal cover-plate on the meter and closing the meter box lid. In most instances the contractor will be required to bend down and in some cases get down on their hands and knees to read a meter.

The reading of electric and gas meters shall consist of inputting the reading into an electronic hand held device.

The City currently uses Itron devices to collect the meter reading and to input them into their billing software.

All daily reading and other assignments shall originate and be dispatched from the Finance Department at Henderson City Hall, located at 222 First Street, Henderson, Kentucky.

When reading meters, the Contractor shall check for and record obvious meter ~~COMPENSATION~~ damages to the meter or the meter box or lid and report same to the City.

1. The City agrees to pay the Contractor at the rates entered on the Bid Pricing Sheet.

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

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2. The City has the right to impose a \$50 penalty each time the Contractor fails to complete a scheduled meter reading, to be deducted from the next regular payment.
3. The City has the right to impose a \$50 penalty when the percentage of unread meters and/or reading errors exceeds 1% per book, to be deducted from the next regular payment.

The amount due the Contractor for services for the month shall be calculated from the 26th to the 25th of each month and paid to by the 20th of the following month.

3. PERSONNEL REQUIREMENTS

The personnel used by the Contractor in connection with the services rendered hereunder shall be persons of good character. Moreover, such personnel must be dressed to distinctively indicate their status as personnel of the Contractor and the Contractor shall employ a standard uniform in the conduct of its business.

The Contractor shall employ at least one regular employee to perform the work required in connection with the services to be rendered hereunder and shall have an adequate pool of reserve employees to fulfill the requirements specified herein within a reasonable amount of time.

The City reserves the right to disapprove the continued use of any employee of the Contractor when it comes to the attention of the City that the employee has acted contrary to the best interest of the City in the performance of the services to be rendered hereunder. Such employee shall be immediately removed from performance of the services hereunder by the Contractor upon its receipt of written notice of disapproval from the City.

4. VEHICLE AND EQUIPMENT REQUIREMENTS

Vehicle and Equipment requirements are as follows:

- a. The Contractor shall supply vehicles suitable for the services specified herein, identified with the words 'METER READER' (magnetic sign acceptable).
- b. The Contractor will provide a cellular telephone for each employee for immediate communication with the Finance Department at City Hall.
- c. All items of property provided to the Contractor by the City will remain the property of the City. The Contractor will be responsible for all property of the City

delivered unto its custody until it is returned to the City. All property shall be returned in good working condition, normal wear and tear excepted.

5. CONTRACTOR'S EXPENSES

Costs and expenses incurred by the Contractor and/or its personnel in connection with the services rendered hereunder, except as may be specifically stated otherwise herein, shall be the sole cost and expense of the Contractor including, but not limited, to fuel costs, vehicle maintenance expenses, uniforms, wages and other employee benefits.

6. DAILY REQUIREMENTS

Monday through Friday of each week, except in the case of a holiday, the Contractor shall report to the Utility Billing Supervisor, or designee, at a mutually agreeable time during normal working hours, to be given a schedule of work, and to receive instructions for the next day's scheduled meter reads.

All work orders given to the Contractor must be completed and returned to the office at the next scheduled daily report. Any deviations from the schedule must be cleared through the Utility Billing Supervisor or designee. Any work orders that are not completed in accordance for the schedule will not be compensated unless the deviation is approved by the Utility Billing Supervisor, or designee.

Meter readings shall be performed within the schedule designated by the City but the actual hours worked by the Contractor in the performance of meter reading shall be at the Contractor's discretion, so long as the meter reading is performed during the time of sunrise to sunset.

Each employee of the Contractor will be provided by the City with the following items: handheld (Itron), water meter wrench, shut off key for large meters, probe to read equipped water meters, shovel, pepper spray and door hangers.

The Contractor or its employees are not authorized to collect nor shall they collect any monies whatsoever from the City's utility customers for services performed or for payments on account.

7. PERSONNEL TRAINING

The Contractor shall insure that all employees are properly trained, to the City's satisfaction, in the methods by which meters are to be read and the results recorded, and to insure the meters are read accurately and without damage to City property in accordance with the schedules established by the City.

Contractor shall further insure that all employees are trained as to the location of the City's meters for reading without damage to the property or meters of others.

8. ACCURACY OF READINGS

The accuracy for each meter reading and the reporting thereof shall be the responsibility of the Contractor and/or its personnel. Re-reads performed by the City shall be without compensation to the Contractor if the original read was in error. If a meter is re-read and no error is found to have occurred the Contractor shall be compensated by the City at the rate shown in the Bid Pricing Sheet.

9. ACCESSIBILITY OF METERS

It is acknowledged by both parties that the City's meters can be obscured from vision by physical elements, water and/or other materials. It is the responsibility of the customer to keep the meter free from overgrown shrub growth and debris and to maintain the area around the meter to allow easy access for meter reading purposes.

If a water meter is obscured from vision due to water or dirt in the meter box, the Contractor and/or its personnel shall be required to pump out the water or dig out the dirt and obtain a reading. If a meter is unable to be found, due to it being covered by substantial sand, dirt, or other debris, then the meter reader shall have the responsibility of leaving a door hanger at the location and reporting such failure to find the meter and the reason therefore on their report sheet for follow-up action by the City and shall be paid at the regular meter reading rate.

If the meter reader cannot obtain a meter reading for safety reasons (i.e., a mean animal in the area), the reader shall try to obtain the residence's assistance, or leave a door hanger explaining when he/she will return to obtain a reading. If, upon returning, the animal is still loose and a reading cannot be obtained, the reader will leave another door hanger notifying the customer the reading will be estimated. The reader must keep a log of the addresses that have been left a hanger, the date it was left, and the reason the hanger was needed. The log should be turned into the Finance Department along with the readings for that particular route and the contractor shall be paid at the regular meter reading rate.

10. INCLEMENT WEATHER/SUSPENSION OF METER READING SERVICES

Parties recognize that snow or extreme cold or other weather conditions may substantially affect the accessibility of City meters. The City, in its sole discretion, shall have the authority to suspend meter reading for such periods of time deemed appropriate and reasonably necessary.

11. INSURANCE AND INDEMNIFICATION

Insurance and Indemnification: During the term of the contract and before any part of the services are performed or the goods are delivered, Contractor shall, at Contractor's sole expense, cause to be issued and maintained not less than the insurance coverages set forth below:

- A. Broad Form Comprehensive General Liability, including Products and Completed Operations.

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate
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Property Damage:	\$1,000,000 each occurrence
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- B. Automobile Liability, including any auto, hiring autos and non-owned autos.

\$1,000,000 combined single limit

- C. Umbrella Insurance Aggregate limits of liability: \$2,000,000

Bodily injury and Property Damage Liability
Personal and Advertising Injury Liability

- D. Workers Compensation for all employees used on the job pursuant to statute.

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the City and signed by the Contractor's insurer shall be supplied by Contractor to the City evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be give to the City prior to any cancellation or restrictive modification of the policies. Contractor shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

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

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

In the performance hereunder, Contractor is an independent contractor, the City being interested only in the result obtained. The manner and means of conducting such work will be under the sole controls of Contractor, except as herein specifically provided. However, all work performed hereunder will be done in accordance with the provisions hereof and be subject to the right if of inspection by the City and its representatives.

12. REQUIREMENTS OF LAW

In the performance of the work provided for herein, the Contractor agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any government agency or regulatory body, either municipal, state or federal. The Contractor expressly agrees that in the performance of work hereunder compliance will be had with the applicable provisions of the Fair Labor Standards Act of 1938 as amended, and with all valid regulations having applications thereto.

The Contractor assumes sole responsibility for the payment of all contributions, payroll taxes or assessments, state or federal, as to all employees engaged in the performance of work hereunder, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal act, upon the subject referred to.

The Contractor assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sale, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid hereunder.

13. ATTORNEYS FEES AND COSTS

Should any dispute arise concerning the enforcement, breach or interpretation of this Contract, venue shall be placed in Henderson County, Kentucky, the laws of the State of Kentucky shall apply, and the prevailing parties shall be entitled to its reasonable attorney's fees and costs.

14. TERM OF CONTRACT/TERMINATION

The term of this contract shall be for a period beginning July 1, 2022 (or as soon as practical thereafter), and ending at June 30, 2023, unless earlier terminated as provided hereunder.

Either party may, without cause, terminate this contract by providing ninety (90) days written notice to the other.

Either party has the right to terminate this agreement if the other defaults in performing any of the covenants and agreements contained in, provided that prior thereto the party terminating the contract shall have given the other party written notice of the facts constituting the default and the other party shall have not remedied the same within thirty (30) days of the receipt of the notice

At the end of the original contract term, or the end of any one year renewal, the contract will automatically renew for one additional year unless either party has notified the other party of its desire not to renew at least ninety (90) days prior to the automatic one year renewal.

15. OCCUPATIONAL LICENSE

The Contractor shall be required to obtain a City of Henderson Occupational License and a Henderson County Occupational License.

16. BID AWARD

Bid will be awarded to the Lowest Bid Price per total of 100 each water, electric, and gas meters submitted on the Bid Pricing Sheet.

The City will guarantee a minimum of 18,000 meters per month and a maximum of 24,000 meters to be read. Contractor will be paid on the basis of actual numbers of meters read.

Additional information for the number of services and accounts listed below.
There are 110 routes over four residential wards and one commercial/industrial ward.

EXCLUDING ERT

# Services	# Accounts
1	7,963
2	2,811
3	4,498
Total	15,272

Services	# Accounts
Electric	5,441
Gas	143
Water	2,379
Electric, Gas	711
Electric, Water	1,669
Gas, Water	431
Electric, Gas, Water	4,498
Total	15,272

Questions may be directed to Robert Gunter, Finance Director, at 270-831-1200.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 22-20

BID PRICING SHEET

	<u>Bid Price</u>
Price to Read 100 Water Meters	\$ _____
Price to Read 100 Electric Meters	\$ _____
Price to Read 100 Gas Meters	\$ _____
Total of 100 each Water, Electric, and Gas Meters	\$ _____

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 _____

City of Henderson, Kentucky
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REQUIRED AFFIDAVIT FOR 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 KRS45A.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)