

HENDERSON WATER UTILITY

**REQUEST FOR PROPOSALS
and TECHNICAL SPECIFICATIONS**

Automatic Bar Screen

***North Fork Pump Station Equipment
Canoe Creek Phase II Sewer Project***

HENDERSON, KENTUCKY

February 2012

*Prepared by the Henderson Water Utility
with J.R. Wauford & Company, Consulting Engineers, Inc.*

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Note: Items shown with **Bold Underline** in this Table of Contents must be completed in their entirety in the bid submittal.

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

MANAGED BY THE CITY OF HENDERSON WATER & SEWER COMMISSION

BRUCE L. SHIPLEY, PE
GENERAL MANAGER

INVITATION TO BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420, until 1:30 p.m. (Local Time), on the 6th day of March, 2012 at which time the bids will be opened and considered for the purchase of the following:

**AUTOMATIC BAR SCREEN, LOCAL CONTROL
PANEL AND ACCESSORIES
FOR INSTALLATION AT THE NORTH FORK PUMP STATION
FOR THE
HENDERSON WATER UTILITY**

Specifications and Instructions to Bidders may be obtained from:

HWU website: http://www.hkywater.org/htm_procurement/bid_home.htm

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

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.

Clarifications and Addenda will be posted on the HWU procurement web site as listed above.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS:

As used herein:

- a. The term "solicitation" includes the Invitation for Bids, Solicitation Instructions and Conditions, Bid Form and Technical Specifications, and any Clarifications or Addenda issued by the Owner.
- b. The term "offer" means "bid" or "proposal".
- c. The term "Vendor" shall mean the party responsible for furnishing submittals, equipment, accessories, controls, operation and maintenance manuals and training, startup services and warranting the equipment as required in this Request for Proposals. Prior to award of contract, a potential Vendor may be referred to by the terms "Bidder" or "Offeror".
- d. The term "Owner" shall mean the Henderson Water Utility (HWU), 111 Fifth Street, Henderson, Kentucky, 42420.
- e. The term "Purchase Order" shall mean the document executed by the Vendor and the Owner of which each of the following form a part: the Request for Proposals; the Vendor's Proposal; plans and technical specifications for the Canoe Creek Phase II Project, prepared by J.R. Wauford & Company, Consulting Engineers, dated February 2012.
- f. The term "Nonresident bidder" is defined by KRS 45A.494(3).
- g. The term "Resident bidder" is defined by KRS 45A.494(2).
- h. The term "Qualified bidder" means Kentucky Industries for the Blind, Incorporated; any nonprofit corporation that furthers the purposes of KRS Chapter 163; or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3).

2. PREPARATION OF OFFERS

- a. Offerors shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the offeror's risk.
- b. Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain an offeror's own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.
- c. Each offeror shall furnish the information required by the solicitation on the bid forms included herein. The offeror shall sign the solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. Erasures or other changes shall be initialed in ink by the person signing the offer. Approved electronic format may also be accepted.
- d. Any explanation or statement which the offeror 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 offeror.
- 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, and shall include startup and training services where specified in the Technical Specifications. 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. Proposal shall include guaranteed time schedules for submission of shop drawings after award of the Purchase Order, and for shipment of equipment after receipt of approved shop drawings. The award of the Purchase Order will be based on the quoted price and an acceptable shop drawing and equipment delivery schedule.
- j. Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; One week is 7 days; One month is 28 days.

3. OFFEROR CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings, specifications, etc., **shall be requested in writing to the HWU Director of Engineering, not less than ten (10) calendar days prior to the bid opening date.** Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective vendor concerning a solicitation shall be furnished to all prospective vendors as an amendment or clarification of the solicitation, if such information is necessary to vendors in submitting offers on the solicitation, or if the lack of such information would be prejudicial to uninformed vendors.

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation shall be acknowledged by the offeror. Such acknowledgement shall be entered in the appropriate space on the bid form. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

5. PROTEST PROCEDURES

a. Protests prior to bid opening

Any protests, prior to bid opening must be submitted in writing and received by HWU at least ten (10) calendar days prior to bid opening. This ten (10) calendar day deadline may be waived by the HWU Purchasing Manager for good cause shown. The HWU Purchasing Manager will issue a response to the protest no later than five (5) calendar days after receipt of the protest. The response shall be in writing and set forth the reasons for the response.

Upon receipt of a protest, the HWU Purchasing Manager will immediately determine if the bid opening should be postponed. If the bid opening is postponed, HWU will notify all prospective bidders who have been furnished a copy of the specifications that a request for

review has been received and that the bid opening is postponed. Upon issuance of its response to the protest, HWU will issue an appropriate addendum rescheduling the bid opening.

b. Protests after bid opening

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by HWU within five (5) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by HWU under contract provisions or other remedies, if available.

Protests submitted to HWU shall:

- (a) Include the name and address of the protestor.
- (b) Identify clearly the procurement under which the protest is being submitted.
- (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- (d) Indicate the action, ruling or relief desired from HWU.

The HWU Purchasing Manager will review the protest and render his or her decision in writing within five (5) calendar days of receipt of the protest, setting forth reasons for his or her decision.

HWU is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of the HWU Purchasing Manager as to protests shall be final and conclusive, unless, within five (5) calendar days of the date a decision was rendered by the HWU Purchasing Manager, a written appeal of the same is submitted by the bidder to the Water and Sewer Board of Commissioners. Any appeal to the Board of Commissioners shall include:

- (a) A statement of the grounds for review and any supporting documentation.
- (b) A copy of the protest filed with HWU and a copy of the HWU Purchasing Manager's decision.

If the appeal is submitted prior to award of a contract, HWU will not award until the matter is resolved. If the contract has been awarded prior to the appeal, the contractor shall proceed diligently with the performance of the contract.

6. SUBMISSION OF OFFERS

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the opening hour and date

specified in the solicitation, the solicitation number, and the name and address of the offeror on the face of the envelope(s).

- b. Telegraphic or facsimile offers shall not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic or facsimile notice, if such notice is received prior to the hour and date specified for receipt. Telegraphic or facsimile modifications shall not mention unit prices or total price; but shall only refer to percentage change or numerical change (i.e., “reduce unit price of item 1 by \$1.00”).
- c. Samples of items, if required, shall be submitted within the time specified, and not unless otherwise specified, at no expense to HWU. If not destroyed by testing, samples shall be returned at the offeror’s request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.
- d. A five percent (5%) bid bond is required for all contracts over \$ 25,000. Bid Bonds shall conform to all applicable statutory requirements, and shall be submitted with the bid. A Certified Check is acceptable. Bid Bonds will be returned to unsuccessful bidders, after award. Payment and Performance Bonds in an amount of 100% of the contract price will be required of the successful bidder.

7. MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of offers. An offer may also be withdrawn in person by an offeror or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

8. LATE OFFERS AND MODIFICATIONS

Offers and modifications of offers 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 needs of HWU are determined to preclude the re-solicitation of bids.

9. 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.

10. AWARD OF CONTRACT

- a. It is the intent of HWU to award this contract to vendor offering the lowest evaluated bid price for products which meet the specifications set forth in this document. Any and all anticipated costs for HWU to implement the project will be taken into consideration.
- b. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received. The award of this contract will be contingent upon funds being appropriated for this purchase.
- c. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility from suits or actions of every nature and description brought against it, for 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.
- d. The awarded contract shall agree to offer the prices and the terms and conditions offered herein to any municipality, county or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions in Western Kentucky area who wish to participate in a cooperative purchase program with Henderson Water Utility. Other agencies will be responsible for entering into separate agreements with the Contract and for all payments thereunder.
- e. The bidder agrees to hold the proposed pricing for up to 90 days after bid proposal is opened.

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.

11. METHOD OF AWARD: BEST VALUE - RANKING APPROACH

The Owner intends to award a Contract to the Contractor whose bid, conforming to the BID FORM, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein. An evaluation committee or a designated individual will evaluate the information provided by the Contractor in response to the established measurable criteria contained herein.

Measurable Criteria: Price 100 Points

TOTAL POINTS 100 Points

Each Contractor is responsible for submitting all relevant, factual and correct information with their Bid to enable the evaluator(s) to afford each Contractor the maximum score based on the available data submitted by the Contractor. The Contractor shall explicitly adhere to the BID FORM which contains adequate space for the Contractor's pricing.

Bid Price (100 Points)

The bidder with the lowest Bid Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest Price and multiplying that percentage by the available points. For Example, 100 points is allocated to the lowest Price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 100 points ($\$3.00 / \$3.00 = 1.00 \times 100 = 100$). Assume Bidder "B" is next lowest bidder at \$4.00, then "B" receives 75 points ($\$3.00 / \$4.00 = .75 \times 100 = 75$).

Best Value scoring is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

The Contractor is required to submit a complete copy of the "Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status" attached to the BID FORM.

12. KENTUCKY / INDIANA SALES AND USE TAXES

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

13. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

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

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

14. TIME TO COMPLETION AND LIQUIDATED DAMAGES

The project shall be substantially complete within 120 days after Notice to Proceed is issued. No liquidated damages will be assessed. Retainage will be paid upon final completion.

15. CONTRACT MODIFICATIONS

During the period of the contract, no modification shall be permitted in any of its conditions and specifications unless the contractor receives written approval from the Purchasing Manager.

If the contractor finds at any time that existing conditions make modification in requirements necessary, he shall promptly report such matter to the Purchasing Manager for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

16. ADDITIONAL CHARGES/FEES

The bid price of the product is the complete product price. There will be no fuel surcharges, delivery fees, handling fees, container return fees, or any other fees/charges associated with the purchase, installation or delivery of products.

17. SELLER'S INVOICES

Invoices shall be prepared and transmitted via fax or USPS to HWU at the provided address. Invoices shall contain, at a minimum, the following information: Purchase Order number, Bill of Lading number, delivery location, and an appropriate weight ticket, where applicable.

Payments will be invoiced and processed according to the following schedule:

Equipment: 90% upon delivery, 10% after start-up

Startup Assistance: at completion of start-up

HWU is a municipality and invoices are processed for payment not less than once per month. Terms are net 30 after receipt of invoice.

18. 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) Addenda, if issued; (b) Solicitation Instructions and Conditions; (c) General Conditions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, e) the Technical Specifications.

19. NONDISCRIMINATION

Civil Rights Act of 1964: In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations of the Federal Department of Transportation (49 CFR, part 21) issued pursuant to such Act, all bidders are hereby notified that HWU will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the responsible bidder with the lowest evaluated bid without discrimination on the grounds of race, color, national origin, disability, gender, or age.

Americans with Disabilities Act: In accordance with the provisions of The Americans with Disabilities Act of 1990 (ADA) which specifically prohibits discrimination against persons with disabilities, all bidders are hereby notified that the contract entered into pursuant to this advertisement shall include a clause that specifically requires compliance with the ADA and prohibits discrimination against persons with disabilities. The ADA further requires that all new construction, reconstruction, and alterations to existing pedestrian facilities be constructed in accordance with Federal accessibility standards.

20. INSURANCE

Contractors, including all Subcontractors, furnishing labor, and/or equipment under this requirement shall carry the following insurance in addition to all insurance required by law. Valid certificates of insurance shall be furnished to the Owner prior to the Contractor causing any work to begin.

A. Workman’s Compensation	Statutory
B. Broad Form Comprehensive General Liability including coverage for Bodily Injury, Personal Injury, Products, Completed Operations, and Broad Form Property Damage, (No deductible clauses are acceptable for these coverages), and Independent Contractors (Subcontractors)	Bodily Injury: \$1,000,000 each occurrence \$2,000,000 aggregate Property Damage: \$1,000,000 each occurrence
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 Contractor’s insurance and shall not contribute with it.	
F. Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the HWU and signed by the Bidder’s insurer shall be supplied by Bidder to HWU evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the HWU prior to any cancellation or restrictive modification of the policies. Bidder 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.	

The insurance shall:

- a) Include the interests of the Owner, Contractor, Subcontractor, Engineer, Engineer’s consultants and any other individuals, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- b) Be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss.

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BID FORM

PROJECT IDENTIFICATION: Automatic Bar Screen, Local Control Panel and Accessories
Henderson Water Utility
Ref# 2012-02

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 Director of Engineering as per item #3 in the Solicitation Instructions and Conditions.

DATE REFERENCES: Last day for bid clarifications: 24 February 2012
Bid Closing: 6 March 2012, 1:30 p.m.
HWU Board Meeting (tentative award): 19 March 2012

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish equipment as specified or indicated in the Bid Documents and Technical Specifications for the Bid Price(s) and in accordance with the other terms and conditions of the Bid Documents and Technical Specifications.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and the Bid Documents and Specifications. This bid will remain subject to acceptance for ninety days after the day of bid closing.
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 Technical 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 KRS 45a.465 are complied with fully.

Bid Form
Automatic Bar Screen
Pricing to be held for 90 days after submittal is opened

Item	Brand/Model/Details	Total Price
Automatic Bar Screen, Local Control Panel and Accessories, including Warranty		\$
Installation and Start-Up Assistance, Training, & Delivery of O&M Manuals		\$
Total Cost		\$

Product References: Please list 3 customers who are currently using the proposed equipment and their contact information.

1. _____
2. _____
3. _____

Shop Drawing / Equipment Delivery Schedule:

Number of days from Award of Purchase Order to Submission of Shop Drawings: _____ days
 Number of days from Receipt of Approved Shop Drawings to Equipment Delivery: _____ days

Attachments Required:

Site Requirements for Delivery and Installation of Equipment: Detail any special requirements for installation of the equipment at the site, including special provisions for handling and unloading. (If none, so state).

Exceptions Taken to this Proposal: List any and all exceptions.

Schedule of Materials: A schedule of materials proposed for all system components, with any applicable ASTM standards listed.

Schedule of Accessories: Include a schedule of accessories to be provided, including but not limited to power cables, installation hardware, anchor bolts, accessories and spare parts.

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 communicate 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 _____

**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 _____ this _____ day of _____, 20__.

_____ Notary Public [Seal of Notary}	_____ My Commission Expires
--------------------------------------------	--------------------------------

Check this box if not claiming Qualified Bidder Status

**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 _____ this ____ day of _____, 20__.

Notary Public

My Commission Expires

[Seal of Notary]

Check this box if not claiming Resident Bidder Status

TECHNICAL SPECIFICATIONS

FOR

**AUTOMATIC BAR SCREEN,
LOCAL CONTROL PANEL AND ACCESSORIES
FOR INSTALLATION AT
THE PROPOSED NORTH FORK SEWAGE PUMPING STATION
FOR THE HENDERSON WATER UTILITY
IN HENDERSON, KENTUCKY**

1. Scope

This request is for a proposal to furnish all equipment and materials and to perform all services necessary for one complete and operable automatic bar screen and local control panel with all accessories to be installed by others at the proposed North Fork Sewage Pumping Station for the Henderson Water Utility, Henderson, Kentucky. Proposals shall include all applicable fees and taxes, including freight to Henderson, Kentucky. Only proposals from approved factory representatives will be considered.

2. Submittals (Shop Drawings)

The Vendor shall submit to the Engineer a minimum of six copies of information describing and depicting the details of the equipment, controls, materials and/or services to be provided, hereinafter referred to as "shop drawings." After approval, the Engineer will distribute the shop drawings as follows: one set to Engineer's central files, one set to the Engineer's resident observer, two sets to the Owner, one set to the Contractor that installs the equipment, and one set to the Vendor. The Engineer will review up to eight sets of each shop drawing submittal.

REJECTION OF THE SAME SHOP DRAWINGS ON THREE SEPARATE OCCASIONS WILL CONSTITUTE GROUNDS FOR TOTAL REJECTION OF THE PROPOSED VENDOR AS BEING UNABLE TO OR UNWILLING TO MEET THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

Shop drawings for the equipment and materials described in this Request for Proposals must show, as a minimum, the following information:

- a. Equipment production and delivery schedule including number of days from Engineer review of shop drawing submittal to equipment delivery.

- b. General and detailed equipment and control layouts.
- c. Anchor bolt setting and erection plans.
- d. Weight and load values at each bearing.
- e. Manufacturer's rated efficiency, service factor, horsepower, normal full load amperes, and maximum load ampere ratings for all motors for all devices powered by electric motors.
- f. List of spare parts and special tools. Special tools shall be furnished as required by the nature of the equipment or as specifically called for in this Request for Proposals.
- g. Complete list of services to be provided including factory startup, warranty information, and operation and maintenance manuals.

3. Operation and Maintenance Manual Requirements

After approval of submittals but prior to installation and start-up of equipment, four copies of installation, operating and maintenance instructions shall be furnished to the Owner. These materials shall include complete manufacturer's certified prints of ALL major equipment, giving ALL major dimensions and longitudinal cross section views of important details; COMPLETE AND COMPREHENSIVE instructions for operation and maintenance, including detailed piping arrangements, lubrication schedules, charts, name and address of the manufacturer's representative, parts lists, wiring diagrams, capacity-head-efficiency-horsepower curves, design data, guides for trouble-shooting, and ALL other pertinent texts, diagrams, and illustrations. These shall be delivered in a standard 8 ½-inch x 11-inch hard-back three-ring binder. Oversized drawings shall be folded as necessary and supplied in pouches included in the three-ring binders.

4. Supervision and Certification of Installation

a. General

The Vendor shall include in his price and furnish the services of competent factory representatives for the purpose of supervising the installation, start-up, and adjustment of the equipment furnished. **Sales representatives do not meet the definition of "factory representative." Additionally, the Vendor shall include one day of on-site training for the Owner's personnel.**

The Vendor shall furnish sufficient service for proper installation of the equipment and to insure operation as intended. Such service shall be furnished until final acceptance by the Owner and throughout the warranty period.

THE VENDOR SHALL INCLUDE IN THE QUOTATION A MINIMUM OF 4 MAN-DAYS ON-SITE FACTORY SERVICE DURING 2 MAN-TRIPS TO THE PROJECT SITE FOR INSTALLATION AND STARTUP SERVICES AND ONE MAN-DAY ON-SITE DURING ONE MAN-TRIP TO THE PROJECT SITE FOR TRAINING OF THE OWNER'S PERSONNEL. This minimum on-site period does not include travel time to and from the project site.

b. Tests

After installation, each unit of mechanical equipment shall be operated continuously for a period of 24 hours by the Owner. During this period, the equipment shall be inspected for defects or weaknesses. Any part of the unit showing a defect or weakness shall at once be replaced by the Vendor, or shall be made good by the Vendor in a satisfactory manner at no expense to the Owner. After any part of the equipment showing defects or weaknesses has been replaced or made good, additional mechanical tests will be made with the equipment operating continuously for a 24-hour period until no further defects or weaknesses occur in the unit.

c. Certification

After installation and final testing of equipment, the Vendor shall make written certification to the Owner that his equipment has been properly installed in accordance with the Purchase Order, that this equipment installation will be warranted by the Vendor as specified in this Request for Proposals, and that the Operation and Maintenance Manuals have been furnished to the Owner.

5. Material to be Obtained from the Vendor

The Vendor shall provide all items named in this Request for Proposals or so noted on the Purchase Order and such incidental items as may be required for the safe and proper installation and operation of the equipment furnished for the purpose(s) intended. Unless otherwise noted or described, connecting piping is excluded from this requirement.

The materials described in this Request for Proposals will be shipped by the Vendor, and unloaded, stored and installed by the Owner's Construction Contractor. The Owner's Construction Contractor will supply labor for installation and any grouting work required for installation. The Vendor shall provide all lubricants, anchor bolts, expansion anchors, assembly fasteners and other miscellaneous items required to install the material described in this Request for Proposals. **All anchor bolts, expansion anchors, and assembly fasteners shall be STAINLESS STEEL meeting the requirements of ASTM A276, Type 304 or Type 316 and of a size determined by the Vendor as necessary to anchor their specific materials, unless otherwise specified.**

Shop drawings will not be approved until all materials are listed.

Equipment offered contrary to the provisions of this Paragraph will be subject to rejection.

6. Patents

a. General

The Vendor shall guarantee to the Owner that all materials offered under this Request for Proposals and/or any process resulting from the use of such materials in the manner stated is not the subject of patent litigation and that he is not knowingly offering equipment the installation or use of which is likely to result in a patent controversy, in which the Owner as user is likely to be made the defendant.

b. License

Where patent infringements are likely to occur, each Vendor shall submit, as a part of his proposal, license arrangements between himself and the patent owner or the controller of the patent which will permit the use in the specified manner of such material or process as he may be bidding upon.

c. Liability

The Vendor, by submitting his Proposal, agrees to hold and save the Owner and the Owner's officers, agents, servants, and employees, including the Engineer, harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the work under this Purchase Order, including the use of same by the Owner.

7. Evaluation of Proposals

The Owner will evaluate the Proposals based on the prices provided, equipment delivery schedule and based on the technical information provided with the Proposals. The Owner reserves the right to reject any or all Proposals, to waive informalities and to issue the Purchase Order to a Vendor other than the Vendor offering the lowest price.

8. Materials or Equipment to be Furnished ("Equal to" and "approved equal" clauses)

Where the specifications state "equal to" followed by a brand name or model, a standard of quality is being set. The naming of a brand or model is a matter of convenience to avoid writing a volume. Other brands or equipment under this category may be

submitted. The Engineer will consider other products on the basis of materials of construction, weight, function, size (it must fit the space provided), service history and electrical and mechanical characteristics.

Where the specifications state one or more model numbers and manufacturers followed by the words "or approved equal" the meaning is that the product(s) specified is acceptable and that while there may be other products that are acceptable the only way to be assured is to submit the desired substitution during the BID PROCESS and receive an affirmative answer. The Engineer will consider the factors previously described in making the determination.

Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. The Engineer shall have the right to require the use of such specifically designated material, article, or process. The Engineer, where practical, may require submission of actual samples of materials or products.

9. Warranty

The Vendor shall warrant all materials and components provided and installed in accordance with this Request for Proposals to be free from defects in materials and workmanship and to meet all specified performance criteria for a period of 42 months after the date of delivery, or 36 months after installation and startup, whichever is least. The Vendor shall remedy any defects in the materials and components and correct any deficiencies occurring during the warranty period including but not limited to, replacement of defective or non-performing materials and/or components, providing transportation to the project site for replacement materials and components and for removal from the site of defective or non-performing materials and components, providing all labor required to remove defective or non-performing materials and components and to install replacement materials and components, and all factory representative on-site field supervision required to remedy the defect or non-performance.

10. Attachments

The following attachments to this Request for Proposals will be incorporated into any Purchase Order issued in response to Vendor's proposal:

- Plans for the North Fork Sewage Pumping Station prepared by J. R. Wauford & Company, Consulting Engineers, Inc. and dated January 2012
- Purchase Order form

11. Automatic Bar Screen and Local Control Panel

a. Scope

The Vendor shall furnish one screen, control panel, including, but not limited to, motors, anchor bolts, power cables, installation and start-up service by a factory representative, and other accessories specified herein. The equipment shall be for continuous service. The materials and devices included with the equipment shall be furnished with all fasteners and fittings necessary for installation at the location shown on the Plans provided with this Request for Proposals without any additional equipment or materials furnished by others.

b. Pre-Approved Vendors

Vendor/manufacturer shall be as follows or as approved by the Engineer prior to evaluation of the proposals.

Vulcan Industries, Inc.
Guthrie Sales & Service
Attn: Roy Smith
7003 Chadwick Drive, Suite 300
Brentwood, TN 37027
Phone (615) 377-3950
Email: roy@jtguthrie.com

Duperon Corporation
The TDH Company
Attn: Doug Blackmon, P.E.
1230 Johnson Ferry Road, Suite H-30
Marietta, GA 30068
Phone (770) 509-1808
Email: dblackmon@tdhco.com

Huber Technology, Inc.
Pelton Environmental Products, Inc.
Attn: Jim Pelton
106 Winding Way, Unit A
Covington, KY 41011
(773) 428-4499
Email: jimpelton@peltonenv.com

c. Information Required with Proposal

In addition to the information requested elsewhere in these Specifications, the Vendor shall include the following information with the Proposal:

- A schedule of the materials proposed for all principal system components with any applicable ASTM Standards listed.
- Preliminary drawings that depict equipment dimensions.
- A schedule of the accessories to be provided including, but not limited to, power cable, installation hardware, and anchor bolts and appurtenances.
- A description of all services and warranty information included in the proposal.
- A list of any and all exceptions taken to this Request for Proposals.

d. Utilities Provided

Electric power provided for the motors will be 480 volts, three phase, four wire, 60 Hertz alternating current.

e. Performance Requirements

The equipment is based on a Model VMR-30 Multi-Rake Bar Screen as manufactured by Vulcan Industries, Inc. of Missouri Valley, Iowa.

Number of Units	One
Maximum Design Flow	22.0 MGD
Flow Channel Width	6'-6"
Minimum Bar Rack Height	8'-0"
Minimum Effective Screen Width	5'-8"
Bar Rack Spacing	1 ½" Clear Spacing
Setting Inclination	80 degrees from horizontal

Note: The equipment shall meet the dimensional requirements shown on the Plans.

f. Special Provisions

The automatic bar screen shall comply with following special provisions:

- (1) The equipment shall be provided with substantial nameplates of non-corrodible metal, securely fastened in place, and clearly and permanently inscribed with the manufacturer's name, model or type designation, serial number, rated capacity, electrical or other power characteristics and other appropriate nameplate data.
- (2) The equipment shall be delivered with the equipment fully lubricated. If any location cannot be so serviced, it shall be clearly marked to the effect that it is not lubricated and requires servicing prior to operation. A supply of the proper lubricant adequate for start-up of the equipment, with instructions for its application, shall be supplied with the equipment for each location not lubricated prior to shipment.
- (3) All fasteners used in the assembly of the equipment shall be stainless steel.
- (4) The equipment provided shall be complete with all accessories, spare parts, mounting, anchor bolts and other appurtenances and fit in the space provided as shown on the Plans.

g. Equipment and Materials

(1) General

The equipment furnished shall positively clean and remove debris from the incoming wastewater by means of a bar rack, installed in a concrete channel designed to retain debris. The automatic screen will receive flow from a combined sewer system and shall be designed to handle debris including leaves and other items associated with a combined system. A traveling chain and raking mechanism shall remove and elevate the debris to a discharge scraper mechanism. The bar rack shall be cleaned by multiple rakes engaging the upstream side bar rack from the bottom of the channel and removing the debris. The debris shall be lifted above the top of the wetwell and discharged through the downstream side to a dumpster.

The mechanically cleaned multiple rake bar screen system shall be fully automatic and shall consist of bar rack, dead plate, discharge chute, wiper assembly, electrical controls and local control panel, frame, supports and guides, drive machinery, anchor bolts and rake and chain assembly.

The design shall allow all manufacturer recommended preventive maintenance to be accomplished at the operating floor level. The equipment shall be designed and built for 24-hour intermittent service and for moderate shock without overheating, excessive vibration or strain.

(2) Painting

All ferrous machinery and equipment shall be thoroughly cleaned and shall have one (1) barrier coat of 530 Omnithane (2.0-3.0 mils DFT). The finish coat shall be Series 66 at 4 to 6 mils DFT. Special care shall be used to leave all name plates and non-ferrous finished trim unpainted unless otherwise directed by the Engineer.

(3) Frame Assembly

The side frames shall be formed from plate with engineered bends and provided with bracing to form a rigid assembly capable of withstanding all operating forces. The frame shall be manufactured of 304 stainless steel plate, having a minimum thickness of ¼-inch. Chain guides shall be manufactured of 304 stainless steel.

(4) Rake and Chain Assembly

The rake and chain assembly shall consist of multiple rakes attached to the links of chain. Lower components of the chain guide system shall be self lubricating and capable of being replaced while the screen is in the channel. Rake drive chains shall be rated for the maximum operating force. Link plates shall be 304 stainless steel. Rollers and brushings will be heat treated, 400 series stainless steel. The rake teeth shall engage the clear space openings in the bar rack. The rake teeth shall engage the bar rack a minimum of 90 percent of the bar depth. The rake teeth shall be made in removable/replaceable sections and attached to the rake. The rake, teeth and attachment hardware shall be 304 stainless.

(5) Drive Assembly

The bar screen shall be provided with an integrated drive assembly consisting of a Class 1, Division 1, Group C & D explosion-proof electric motor. The drive motor and gear reducer shall be mounted on the drive shaft and the frame. The drive shaft shall operate in a greaseable bearing mounted on the external side of the frame. The entire drive assembly shall be supported by adjustable jacking plates mounted on the exterior of the frames to provide rake alignment and proper chain tension.

The electric motor shall be close-coupled to the reducer. The motor shall be a maximum 5 horsepower with a service factor of 1.0. Electrical characteristics shall be 460 volt, 3-phase, 60 Hertz, Class F/B rise insulation, 40 degree C Ambient, inverter duty.

Gear reducers shall have ball or roller bearings throughout with all moving parts immersed in oil. Helical gears shall be of alloy steel with threads precision ground and polished after casehardening. The worm gear shall be of all high strength alloy bronze. Gear shafts shall be of high strength alloy steel grounded to required tolerances. Gear reducer units shall meet the standards of the AGMA for such equipment under moderate shock, 24-hour service with a minimum service factor of 1.25. The output capacity of the gear reducer shall be equal to the motor horsepower less reducer losses at the rated service factor.

(6) Bar Rack

The bar screen shall be provided with a removable bar rack. The bar rack shall consist of equally spaced, parallel bars having 1 ½-inch clear spacing between each bar. The bars shall be straight and inclined at 80 degrees above the horizontal plane. The bottom of the bars shall be attached to a flush bottom, base plate. Bar racks shall not require a recess in the bottom of the flow channel. The bars shall be manufactured of 304 stainless steel and have a minimum thickness of ¼-inches.

(7) Dead Plate

The dead plate shall be securely fastened to the side frames and shall be manufactured of 304 stainless steel having a minimum thickness of ¼-inch.

(8) Discharge Chute

The rakes shall be designed to reach the discharge height shown on the Plans. A directing (discharge) chute, as shown on the Plans, shall be provided. The chute shall be fully shrouded 304 stainless steel having a minimum thickness of 1/8-inch.

(9) Wiper Assembly

A wiper mechanism shall be positioned at the point of discharge and shall have a replaceable ultra high molecular weight polyethylene wiper blade. During each cycle, the wiper blade shall scrape the debris off the end of the rake and through the discharge chute. The wiper mechanism,

excluding the wiper blade, shall be manufactured of 304 stainless steel. The rake shall be capable of operating reverse without the need to manually lift the wiper assembly. The grease fillings shall be in an area where they can be easily accessed.

(10) Frame Enclosures

The bar screen shall be provided with removable enclosure panels on the upstream portions of the frame from the top of the channel to the top of the frame. The removable enclosure panels shall be manufactured of 20-gauge 304 stainless steel held in place by latches. Each panel shall be provided with two (2) handles for panel removal/replacement. All handles and latches shall be 304 stainless steel.

(11) Fasteners and Anchor Bolts

All fasteners and anchor bolts shall be 304 stainless steel unless otherwise indicated in this specification. All threaded fasteners shall be coated with a nickel based anti-seize thread lubricant prior to assembly.

(12) Controls and Instrumentation

(a) General

The automatic bar screen shall be provided with a complete control package including a weather resistant NEMA 4x stainless steel enclosure complete with all required components including a run-time meter, H/O/A switch, forward/reverse switch, and differential head loss level sensors.

(b) Operational Requirements

When "Automatic" is selected on the H/O/A switch, the screen shall operate for an adjustable period of time upon receiving a signal from the differential level sensors. Additionally, the screen shall operate when it receives a discrete output from the Main Control Panel PLC at the sewage pumping station.

When "Hand" is selected on the H/O/A switch, the screen shall operate continuously until another position is selected.

(13) Spare Parts

The manufacturer shall furnish the following spare parts as the total amount of spare parts for this specification section:

1. (2) Drive Clevis Pins
2. (10) Retaining Pins
3. (4) Link Clevis Pins
4. (4) Scraper Bolts
5. (4) Scraper Nuts
6. (1) Can, Never Seeze
7. (1) Replacement Scraper (Wiper Blade)

All spare parts shall be properly packaged, labeled and stored where directed by the Owner or Engineer.

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

MANAGED BY THE CITY OF HENDERSON WATER & SEWER COMMISSION

BRUCE L. SHIPLEY, PE
GENERAL MANAGER

Pinnacle Computer Services, Inc.
640 S. Hebron Avenue
Evansville, IN 47714

September 23, 2010

Purchase Order # 14690

Dear Mr. Ricci,

This purpose of this letter is to serve as a Purchase Order resulting from our bid ref# 201031_ITB_SAN which was received on September 2, 2010 and approved by the Henderson Water & Sewer Commission on September 20, 2010. The total price of this Purchase Order is \$66,987.00 and includes the following:

One (1) Compellent SAS Clustered SAN with 8 – 2 TB Drives	\$29,451.00
One (1) Refurbished 32 Port 4 GB Brocade Switch	\$2,600.00
Three (3) PCIE 4 GB Fiber Channel Cards – QLE2460 (\$1,250 each)	\$3,750.00
Three (3) Fiber Channel Cables (\$70 each)	\$210.00
One (1) Server Rack	\$ Included
VMWare: VMW Advanced AK 6 CPUs includes VS4 Advanced 6 CPUs 1 VCTR SR FDN. Basic SNS VMW Advanced AK 6 CPUs One (1) year.	\$13,605.00
Installation and Start-Up (3 days at 8 hrs/day)	\$3,250.00
Support – First Year	\$9,401.00

Per the HWU bid document, payments will be invoiced and processed according to the following schedule:

Original purchase of Hardware, Licensing, Software, Start-up:

100% at completion of start-up (\$52,866.00)

First year of support:

At completion of start-up to become effective the day after start-up is complete (\$9,401.00)

Technical Services:

Blocks of time services (40 hours per block) may be purchased via future HWU claim vouchers at the cost of \$3,680 per 40 hour block.

Sincerely,

Kathy Ambrose, CPPB
HWU Purchasing Manager