

HENDERSON WATER UTILITY

**REQUEST FOR PROPOSALS
and TECHNICAL SPECIFICATIONS**

Modulating Sluice Gate

***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:

**MODULATING SLUICE GATE, 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: Modulating Sluice Gate, Local Control Panel and Accessories
Henderson Water Utility
Ref# 2012-03

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
Modulating Sluice Gate
Pricing to be held for 90 days after submittal is opened

Item	Brand/Model/Details	Total Price
Modulating Sluice Gate, 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

**ELECTRO-HYDRAULICALLY OPERATED MODULATING SLUICE GATE,
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 electro-hydraulically operated modulating sluice gate 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 2 MAN-DAYS ON-SITE FACTORY SERVICE DURING ONE MAN-TRIP 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. Electro-Hydraulically Operated Sluice Gate and Local Control Panel

a. Scope

The Vendor shall furnish one sluice gate and local 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/manufacture shall be as follows or as approved by the Engineer prior to evaluation of the proposals.

Rodney Hunt Company
Hydro Controls, Inc.
Attn: Jim Reheude
473 Cincinnati-Batavia Pike, Suite 2
Cincinnati, OH 45244
Phone (513) 474-7400
Email: jreheude@hydrocontrols.net

Waterman Industries
Waterman Regional Sales
Attn: Jim Edwards
25500 Road 204
Exeter, CA 93221
Phone (559) 303-5398
Email: jim.edwards@watermanusa.com

Whipps, Inc.
Sullivan Environmental
Attn: Dan Sullivan
309 Artillery Park Drive, Suite 102
Ft. Mitchell, KY 41017
Phone (859) 426-5178
Email: dan@sullivanenvtec.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. Motors will be operated by variable frequency drives.

e. Performance Requirements

The equipment is based on Cast Iron Sluice Gate and electro-hydraulic SCUBA actuator as manufactured by Rodney Hunt Company.

Number of Units	One
Gate Size	30" x 30"
Seating Head	30'
Unseating Head	30'
Operating Head	30'
Operating Type	Modulating
Normal Operating Speed	12-inches/minute
Emergency Closure Time	1 Minute or less

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

f. Special Provisions

The sluice gate and operator shall comply with the 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, electrical or other power characteristics and other appropriate nameplate data.
- (2) The equipment shall be delivered 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 sluice gate shall be furnished with mechanical joint wall thimble, operating stem, weather proof local electro-hydraulic actuator, actuator wall bracket, stainless steel NEMA 4X control panel and other appurtenances or accessories as specified. All components shall be designed for modulating service.

(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. Gate Operators shall be TNEMEC Safety Red SC09 and Sluice Gates shall be TNEMEC Safety Yellow SC01.

(3) Cast Iron Sluice Gate for Modulating Service

(a) Design and Workmanship

Working stresses shall not exceed the lower value of: one-third of the yield strength or one-fifth of the ultimate strength of the

material. The sluice gate and appurtenances shall be designed for installation in the structures shown on the Plans.

(b) Materials

All materials used in construction of the gate and appurtenances shall be the best suited for the application and will conform to the following specifications:

<u>Part</u>	<u>ASTM Designation</u>
Iron castings for wall thimbles, frame, disc and guides, stem guides, floorstands and other items	A-126, Class-B
Bronze castings for wedges, thrust nut, lift nut and coupling	B-584, C86500
Bronze for seat facings in frame and disc	B-21, C46400
Bronze tongue and guide liners	B-98, C65500
Stainless steel for stems	A-276, Type 304
Stainless steel for fasteners	A-276, Type 304

(c) Gate Construction

Sluice gate shall be cast iron, fully bronze mounted and shall have side wedges for seating head conditions and side, top and bottom wedges for unseating head conditions. The frame shall be of cast iron, one-piece construction with mounting flange and circular opening as indicated on the Plans.

The disc shall be of cast iron, one-piece construction, rectangular with integrally cast vertical and horizontal ribs. Reinforcing shall provide rigidity between the side wedges. Guides shall be cast iron, one-piece, designed to withstand the total thrust due to water pressure and the wedging action. Wedges shall be solid cast bronze and machined on all contact surfaces. All seat facings shall be malleable extruded bronze.

(d) Wall Thimble

Wall thimble shall be furnished with the gate. Wall thimbles shall be Mechanical Joint type. The depth shall be as indicated on the Plans. It shall be cast iron, one-piece construction of adequate section to withstand all operational and reasonable installation stresses. Wall thimble shall be braced during concrete placement. A center ring or water stop shall be cast around the periphery of the thimble. The front flange shall be machined and have tapped holes for the sluice gate attaching studs and metal stamped vertical centerlines with the word "top" for correct alignment. A permanent gasket for uniform thickness or suitable mastic shall be provided between the sluice gate and wall thimble.

(e) Stems and Guides

The operating stem shall be sized to safely withstand, without buckling or permanent distortion, the stresses induced by normal operating forces. In addition, the stem shall be designed to transmit in compression at least 1.25 times the rated output of the electro-hydraulic actuator operating at 90% of opening thrust. The threaded portion of the stem shall have machine cut threads of the UNC type. Stems of more than one section shall be joined by bronze couplings threaded and set screwed to the stems. All threaded couplings of the same size shall be interchangeable.

Stem guides shall be cast iron, bronze bushed, mounted on cast iron brackets. They shall be adjustable in two directions and shall be spaced at sufficient intervals to adequately support the stem. Stem guide spacing shall not exceed the L/r ratio of 200 and shall not be spaced greater than 10 feet except where required by gate travel.

(f) Leakage

The sluice gate shall be substantially watertight under design head conditions. The leakage shall not exceed 0.1 gpm per foot of periphery for seating heads up to 50 feet and for unseating heads up to 30 feet.

(4) Electro-Hydraulic Actuator and Controls for Modulating Service

(a) General

A separate complete local control panel and electro-hydraulic actuator shall be furnished to operate the cast iron sluice gate. The gate manufacturer shall perform the design and testing of the complete actuator system. Actuators shall be manufactured by Rodney Hunt Company or approved equal.

During power failure or emergency conditions, the sluice gate shall close fully in one minute or less using fluid from the accumulator. The actuator shall be provided with a fabricated steel cover designed to protect the internal system components from the weather.

(b) Construction

i. Control Panel

All necessary controls, transformers and components shall be provided factory installed and wired in the stainless steel NEMA 4X control enclosure to cause the gate to perform the desired operations, requiring only a single 480 volt, 3 phase, 60 Hz electrical connection and 4-20 mA signal corresponding to wetwell level supplied by others. The NEMA 4X control enclosure shall include a disconnect switch with flange mounted operating handle, motor circuit protector, motor starter with adjustable overload relay, a 480/120 control power transformer with fused primary and circuit breaker protected secondary, Automation Direct PLC with integral PID control as required to implement the specified logic. Hardwired relays shall be general purpose plug-in type.

ii. Actuator

The actuator shall be designed to be installed at an outdoor location not subject to submersion. All wiring connections integral to the actuator shall be made in such a manner that no live terminals are exposed by the removal of the actuator cover. All actuator wiring shall terminate in a NEMA 4X stainless steel junction box internal to the actuator. The separate stainless steel NEMA 4X electrical control

enclosure shall be stand mounted and designed for outdoor installation adjacent to the actuator. A 200 Watt heater shall be supplied inside the actuator with a fixed thermostat set at 40 degrees Fahrenheit.

The welded steel hydraulic oil reservoir shall be equipped with a sight glass indicating fluid level and temperature. It shall be sized to contain at least 125% of the return fluid volume of the system. The motor and pump assembly shall be mounted below the hydraulic reservoir to provide a flooded suction arrangement having a positive pressure at the inlet of the pump.

The actuator shall include a nitrogen precharged piston-style accumulator sized and plumbed in the hydraulic circuit to provide for failsafe full closure operation of the gate plus an additional 10% between the pump on pressure and the precharge pressure in the event of a loss of primary electric power. Powerfail operating speed shall be regulated by a separately adjustable flow control valve to provide emergency operation in one minute or less.

The actuator shall be equipped with a manual operator consisting of a corrosion resistant three position manual valve and stainless steel hand pump assembly. The manual operator shall permit manual gate operation in either direction during a power outage or at any other time the internal electric motor driven pump is inoperative. The manual operator shall be external to the actuator cover permitting operation without cover removal and all exposed portions, including connecting tubing, shall be of corrosion resistant stainless steel material.

(c) Controls and Instrumentation

i. General

A HAND-AUTO two position selector switch shall be provided at the control enclosure to select operating mode. The HAND mode shall permit local operator control and the AUTO mode shall provide automatic gate modulation to maintain an adjustable water level in the station wetwell.

ii. Operational Requirements

a) General

With the HAND-AUTO selector switch in the HAND position, provision shall be made to operate the gate using a local manual OPEN-STOP-CLOSE three position selector switch at the control enclosure. It shall be possible to open, close or position the gate at any intermediate position using this selector switch.

With the HAND-AUTO selector switch in the AUTO position, provision shall be made to modulate the gate in response to a 4-20 mA water level feedback signal provided by a level transducer located in the wetwell. This modulation control shall be provided by a PID control instruction imbedded in the PLC logic. The PID control shall utilize an adjustable set point representing desired water level. The gate shall modulate as necessary to keep the water level as represented by the 4-20 mA signal from the main control panel at the desired set point.

b) Emergency Mode

The actuator shall immediately and completely extend the cylinder closing the sluice gate upon a loss of power or PLC function. In addition, the gate actuator shall accept a normally closed EMERGENCY CLOSE dry contact command signal from remote equipment to cause the same action upon opening of the normally closed contact.

c) Position Indicator

Continuous position indication shall be provided via a magnetostrictive linear transducer integral to the hydraulic cylinder. It shall generate a 4-20 mA signal proportional to gate position with 4 mA representing the fully closed position of the gate. The gate position shall be displayed in units of 0 to

100% open using an LED meter on the control panel door.

d) Alarm Status

The actuator reservoir shall be equipped with a low oil level switch to detect a low oil condition and disable pump operation to protect the equipment from damage. A red LOW OIL light on the control panel door shall be illuminated to indicate the condition. The alarm condition shall reset automatically when the oil level is restored to the proper level.

The control circuits shall be equipped with a timer circuit which will disable the pump from operation and illuminate a red EXCESSIVE RUN TIME light on the control panel door should it run continuously for more than 200% of the time required for full stroke operation at the minimum specified operating speed. The alarm condition shall be reset by momentarily centering the OPEN-STOP-CLOSE selector switch while in the LOCAL mode.

The accumulator circuit shall be constructed to provide a means of detecting a loss of nitrogen precharge in the accumulator which shall be displayed with an amber LOW PRECHARGE light. This light shall be an illuminated pushbutton, pushing of which shall reset the alarm condition. The alarm shall also be reset by a normal charging cycle of the accumulator once accumulator precharge has been restored.

A normally closed contact of a summary alarm relay shall be provided and wired to terminals for use by others. During normal operation, this relay shall be continuously energized, opening the alarm contact. Occurrence of any of the outlined alarm conditions as well as loss of power or the PLC leaving the run mode shall de-energize this relay, closing the alarm contact.

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 SASClustered 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