

INVITATION FOR BID

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420; until Thursday April 13, 2017 at 1:30 p.m. at which time the bids will be opened and considered for the purchase of the following:

DI FITTINGS & ACCESSORY PACKS INVENTORY
(ITEMS PURCHASED ON AN AS NEEDED BASIS)
FOR
HENDERSON WATER UTILITY

REF# 201706_DI FITTINGS & ACCESSORY PACKS INVENTORY

Specifications and Instructions to Bidders may be obtained at the above address of the office of the Henderson Water Utility or at the company website <http://tinyurl.com/hwu-bids>. Questions regarding this bid should be directed to the Purchasing Manager at 270-869-6609.

The Water and Sewer Commission reserves the right to accept or reject any or all bids in whole or in part and to waive informalities and/or technicalities in the bids. Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R. S. 45A.455 are absolutely prohibited.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS: As used herein:

- a. The term “solicitation” means Invitations for Bids (IFB) and Requests for Proposals (RFP).
- b. The term “offer” means bid or “proposal”.
- c. “Non-resident bidder” is defined by KRS 45A-494(3).
- d. “Resident bidder” is defined by KRS 45A-494(2)
- e. “Qualified bidder” means Kentucky Industries for the Blind, Incorporated; any non-profit corporation that furthers the purposes of KRS Chapter 163; or a qualified non-profit agency for individuals with severe disabilities as described in KRS 45A.465(3)

2. PREPARATION OF OFFERS:

- a. Bidders shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the bidder’s risk.
- b. Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain a bidder’s own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.
- c. Each bidder shall furnish the information required by the solicitation on the bid forms included herein. The bidder shall sign the solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. Erasures or other changes shall be initialed in ink by the person signing the offer. Approved electronic format may also be accepted.
- d. Any explanation or statement which the vendor wishes to make concerning the bid shall be written separately and independently of the proposal or bid, attached to the bid form, and placed in the envelope with the bid. Any such statement or explanation must refer to the bid submitted and shall also be signed by the vendor.
- e. Unit price for each unit offered shall be shown and such price shall include packing and delivery to HWU unless otherwise specified within the Bid Form. Fuel Surcharges and any other miscellaneous charges should be included in the unit price. A total shall be entered in the amount column of the schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price shall govern.
- f. Cash discounts shall not be considered in making the award of the contract. However, if vendor offers discounts for payment net 10 or net 15, please indicate so in your submittal.
- g. Trade discounts shall be deducted by the vendor in calculating the unit price quoted, unless otherwise stated.
- h. Offers for supplies or services other than those specified shall not be considered unless authorized by the solicitation.
- i. Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; One week is 7 days; One month is 28 days.

3. BIDDER CLARIFICATION – REQUEST AND RESPONSE

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation drawings, specifications, etc., **shall be requested in writing to the Purchasing Manager not less than seven (7) calendar days prior to the bid opening date or as outlined in the Bid Form.** Oral explanations or instructions given before the award of the contract shall not be binding. Any clarifying information given to a prospective bidder concerning a solicitation shall be furnished to all prospective bidders through a clarification posted on the HWU website, or as an amendment of the solicitation (if there was a change in the scope of the bid), which would also be posted on the HWU website and would also include an amended bid form. **VENDORS WILL NOT BE NOTIFIED INDIVIDUALLY OF CLARIFICATIONS/AMMEDNMENTS TO THE BID.** All information pertaining to the bid will be posted on the HWU website <http://tinyurl.com/hwu-bids> .

4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS:

Receipt of an addendum to a solicitation shall be acknowledged by the bidder and the bid shall be submitted on the bid form which is noted as AMENDED. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

5. SUBMISSION OF OFFERS:

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The bidder shall show the opening hour and date specified in the solicitation, the solicitation number, and the name and address of the bidder on the face of the envelope(s).
- b. Telegraphic or facsimile offers shall not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic or facsimile notice, if such notice is received prior to the hour and date specified for receipt. Telegraphic or facsimile modifications shall not mention unit prices or total price; but shall only refer to percentage change or numerical change (i.e., reduce unit price of item 1 by \$1.00).
- c. Samples of items, if required, shall be submitted within the time specified, and not unless otherwise specified, at no expense to HWU. If not destroyed by testing, samples shall be returned at the bidder's request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.

6. MODIFICATION OR WITHDRAWAL OF OFFERS:

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

7. LATE OFFERS AND MODIFICATIONS:

Offers and modifications of bidders received at the office designated in the solicitation after the exact hour and date specified for receipt shall not be considered for an award of contract, UNLESS:

- a. No bids are received other than the late bid; and
- b. The need of an agency is determined to preclude the re-solicitation of bids.

8. 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.

9. AWARD OF CONTRACT:

- a. Best Value – Lowest price for products meeting specifications

Measurable Criteria:

Price 100 Points

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. VENDOR SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Vendor must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Vendors responding with less than the minimum Best Value requirements in this Solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information may impact the evaluated points awarded to the Vendor.

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)**. In order to receive these preferences, qualified vendors MUST return the completed forms with the bid document.

- b. 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.
- 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 or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.

10. A written award mailed (or otherwise furnished) to the successful bidder(s) within the time for acceptance specified in the offer shall be deemed to result in a contract without further actions by either party.

Kentucky Preference Laws

The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries**.

Reciprocal preference for Kentucky resident bidders

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and

(b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

(3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

(4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

11. LENGTH OF BID

Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the Henderson Water and Sewer Commission. This bid will be eligible for 2 one year extensions (at HWU's discretion), providing that, at each extension, the price of any individual item not increase more than 5% above the price of the previous contract.

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).

Henderson Water Utilities sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

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 K.R.S. 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of K.R.S. 45A.455 are complied with fully.

A City of Henderson business license is required for all vendors servicing accounts within the City of Henderson. A Henderson County business license is required for all vendors servicing accounts at HWU locations outside the City of Henderson but in Henderson County. 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(s) to the Purchasing Manager.

14. CONFLICTS OF INTEREST – Gratuities and kickbacks – Use of confidential information (KRS 45A.455)

- a. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - (a) He, or any member of his immediate family has a financial interest therein; or
 - (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- b. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
- c. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- d. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

- e. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

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. SELLER'S INVOICES:

Invoices shall be prepared and transmitted to HWU at the provided address.

HWU is a municipality and invoices are processed for payment not less than once per month. Regardless of any stipulations attached by vendor, HWU terms are net 30 after:

- a. Receipt of appropriately documented invoices.
- b. The invoice, when received, must have the correct pricing or have a credit memo issued. HWU will not process any invoices "short-paid".

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

18. 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 HWU 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, Broad Form Property Damage (No deductible clauses are acceptable for these coverages), and Independent Contractors (Subcontractors)	\$1,000,000 Combined Single Limit
C. Comprehensive Automobile Liability, including Hired Car and Employer’s Non-Ownership Liability Coverage.	\$1,000,000 Combined Single Limit
D. Endorsement naming as additional insured “The Henderson Water and Sewer Commission, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.”	
E. Endorsement that Contractor’s insurance coverage shall be primary insurance as respects HWU. Any insurance or self-insurance maintained by HWU shall be separate from Consultants insurance and shall not contribute with it.	
F. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, to Henderson Water Utility, 111 Fifth Street, Henderson, KY 42420.	

BID FORM

PROJECT IDENTIFICATION: DI Fittings & Accessory Packs Inventory
Henderson Water Utility
Ref# 201706_IFB_ DI Fittings & Accessory Packs Inventory

THIS BID SUBMITTED TO: Henderson Water Utility
111 Fifth Street
Henderson, Kentucky 42420
Thursday April 13, 2017

1. Questions regarding this bid should be directed to the Purchasing Manager, Kathy Ambrose at 111 Fifth Street, Henderson, KY 42420 (270) 869-6609, ambrosek@hkywater.org in accordance with Item 3 of the Solicitation Instructions and Conditions included with this bid.
2. Critical dates regarding this bid:
 - a. April 5, 2017: last day to submit questions for clarification of bid: clarifications or amendments will be posted on the HWU website within 2 days of this date.
 - b. April 13, 2017: Bid Closing: 1:30 p.m.
3. The undersigned BIDDER proposes and agrees, if this bid is accepted, to furnish all services and equipment as specified or indicated in the bid documents and specifications for the bid prices and in accordance with the other terms and conditions of the bid documents and specifications.
4. 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.
5. 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.
 - b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Specifications, and all conditions, laws and regulations that in any manner may affect cost, or furnishing the equipment required.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER. Bidder acknowledges and certifies by submission of his bid that all the provisions and statutes of K.R.S.45a.465 are complied with fully.
6. BIDDER will furnish and deliver all labor, materials, and/or equipment as specified herein for the prices listed below.
7. All item prices MUST include delivery or transportation to jobsite, fuel, fuel surcharges, and any other costs which may occur.
 - a. The bidder must complete the following Pricing Form and Signature Page. If the bidder has no information for any item on the Pricing Form, the bidder should indicate on the form as "NO INFORMATION".
 - b. Failure to follow directions or complete the attached forms may result in nullification of bid.

SPECIFICATIONS
DI FITTINGS & ACCESSORY PACKS INVENTORY BID
(ITEMS PURCHASED ON AN AS NEEDED BASIS)

1. SCOPE OF WORK

This request is for a proposal to furnish pricing for ductile iron fittings and accessory packs for a term of one year, and to be purchased for inventory purposes for the Henderson Water Utility, Henderson, Kentucky. Proposals shall include all costs, including freight to Henderson, Kentucky or local HWU jobsite.

It is the intention of the Owner to award a total project bid to one vendor for this procurement. However, the inventory quantity listed will not be the total items purchased. The purchase of the items will be on an as needed basis and ordered accordingly throughout the year. Consequently, each bid item should include all taxes, freight, overhead or other costs associated with that particular item.

2. PRE-APPROVED MANUFACTURERS OF DI FITTINGS & ACCESSORY PACKS

Ductile iron fittings and accessory packs shall be the following manufacturers or to the specified specification contained within the bid or equal.

The FORD Meter Box Co. Inc.
775 Manchester Avenue
Wabash, IN 46992
Phone: (260) 563-3171

ROMAC Industries, Inc.
21919 20th Avenue SE
Bothell, WA 98021
Phone: (800) 426-9341

SIGMA Corporation
700 Goldman Dr.
Cream Ridge, NJ 08514
Phone: (800) 999-2550

Infact Corporation
1283 Gateway Drive
Gallatin, TN 37066
Phone: (888) 773-9130

Tyler Union
11910 CR 492
Tyler, TX 75706
Phone: (800) 527-8478

Star Pipe Products
4018 Westhollow Pkwy.
Houston, TX 77082
Phone: (800) 999-3009

EBBA Iron, Inc.
P.O. Box 877
Eastland, TX 76448
Phone: (800) 433-1716

3. MATERIALS OR EQUIPMENT TO BE FURNISHED ("OR 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 Purchasing Manager 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.

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 Purchasing Manager shall have the right to require the use of such specifically designated material, article, or process. The Purchasing Manager, where practical, may require submission of actual samples of materials or products.

4. GENERAL SPECIFICATIONS OF DI FITTINGS & ACCESSORY PACKS

The quantities listed does not guarantee that they will be purchased. The ductile iron fittings and accessory packs will be purchased on an as needed basis.

All ductile iron fittings and accessory packs pricing shall be delivered to HWU prices, freight included.

ACCESSORY PACKS

1. MJ Pipe Restraint Accessory Packs – DI & PVC

- The pipe restraints shall be manufactured in the USA.
- Pipe restraints for ductile iron pipe, pipe sizes three (3) through sixteen (16) inch shall have a working pressure rating of 350 psi and pipe sizes eighteen (18) and up shall have a working pressure rating of 250 psi.
- Pipe restraints for C900 & C905 (DR18), pipe sizes three (3) through sixteen (16) inch shall have a working pressure rating of 235psi and pipe sizes eighteen (18) through twenty (20) inch shall have a minimum pressure rating of 200psi.
- The pipe restraint accessory packs shall be a wedge action restraining type with breakaway bolt design to ensure proper torque for installation.
- The pipe restraints shall be for mechanical joint type.
- The pipe restraints shall furnished with T-bolts, nuts, and gaskets that conform to AWWA C111.
- The pipe restraints shall have a black e-coating (DI pipe) and Red e-coating (PVC) to prevent corrosion.
- The pipe restraints shall be Ebba Iron Sales, Inc. (1100 Megalug Series for ductile Iron and 2000PV Megalug series for PVC) or The FORD Meterbox Co., Inc. (UFR1400 Series for ductile iron and UFR1500 Series for PVC) or approved equal.

2. Grip Ring Accessory Packs

- The grip ring accessory packs shall be manufactured in the USA.
- The grip ring accessory packs gland shall be a standard mechanical joint type.
- The grip ring accessory packs shall include the ductile gland, grip ring, gasket, T-bolts and nuts.
- The grip ring accessory packs shall only be manufactured by ROMAC Industries, Inc.

3. Standard Accessory Packs

- The standard accessory packs shall be manufactured in the USA.
- The standard accessory packs shall include the ductile gland, gasket, T-bolts and nuts.
- The standard accessory packs shall be manufactured by Sigma Corporation or approved equal.

4. MJ Foster Adapter Accessory Packs

- The foster adapter accessory packs shall be manufactured in the USA.
- The foster adapter accessory packs shall include the ductile bolt through gland, gaskets, bolts and nuts.
- The foster adapter accessory packs shall be manufactured by Infact Corporation.

5. Flange Accessory Packs

- The flange accessory packs shall be a one-eighth (1/8) inch full faced red rubber gasket for C110 flange fittings.
- The flange accessory packs shall have 18-8 300 series stainless steel bolts and nuts.
- The flange accessory packs shall be manufactured by Sigma Corporation (Flange-Pak series) or approved equal.

DUCTILE IRON FITTINGS

- The ductile iron fittings shall be manufactured in the USA.
- The ductile iron fittings shall conform to ANSI/AWWA C153/A21.53 standard, or latest revision.
- The ductile iron fittings shall have a cement-mortar lining on the interior in accordance with ANSI/AWWA C104/A21.4, or latest revision.
- The ductile iron fittings shall have a standard asphaltic coating on the exterior.
- The ductile iron fittings shall have Mechanical Type Joints in accordance with ANSI/AWWA C111/A21.11, or latest revision.
- All ductile iron fittings shall be priced without accessories.
- All pricing shall include any shipping costs to Henderson Water Utility.
- The ductile iron fittings shall be manufactured by Tyler Union or approved equal.

DI FITTINGS & ACCESSORY PACKS INVENTORY BID FORM*(ITEMS PURCHASED ON AN AS NEEDED BASIS)***Every bidder must return all documents from this page forward (pages 13-22)****PIPE RESTRAINT ACCESSORY PACKS**

HWU Part#	Yearly Avg. ⁽¹⁾	Description	FORD Part#	Price Each	Total Extended Price
A1059	6	4" DI Pipe Restraint Accessory Pack	UFR1400-DA-4-U		
A0575	41	6" DI Pipe Restraint Accessory Pack	UFR1400-DA-6-U		
A0620	10	8" DI Pipe Restraint Accessory Pack	UFR1400-DA-8-U		
A1619	4	10" DI Pipe Restraint Accessory Pack	UFR1400-DA-10-U		
A1817	15	12" DI Pipe Restraint Accessory Pack	UFR1400-DA-12-U		
A3178	1	12" DI Pipe Restraint Accessory Pack - Oversized	UFR1400-DA-12-U-XL		
A2993	1	14" DI Pipe Restraint Accessory Pack	UFR1400-DA-14-U		
A2987	1	16" DI Pipe Restraint Accessory Pack	UFR1400-DA-16-U		
A0912	1	18" DI Pipe Restraint Accessory Pack	UFR1400-DA-18-U		
A3271	1	4" C900 Pipe Restraint Accessory Pack	UFR1500-CA-4-U		
A3474	15	6" C900 Pipe Restraint Accessory Pack	UFR1500-CA-6-U		
A3472	10	8" C900 Pipe Restraint Accessory Pack	UFR1500-CA-8-U		
A3272	1	10" C900 Pipe Restraint Accessory Pack	UFR1500-CA-10-U		
A3473	22	12" C900 Pipe Restraint Accessory Pack	UFR1500-CA-12-U		
A3425	1	14" C905 Pipe Restraint Accessory Pack	UFR1500-CA-14-U		
A3273	1	16" C905 Pipe Restraint Accessory Pack	UFR1500-CA-16-U		
A3147	1	18" C905 Pipe Restraint Accessory Pack	UFR1500-CA-18-U		
PIPE RESTRAINT ACCESSORY PACK TOTAL ⁽²⁾					

ROMAC GRIP RING ACCESSORY PACKS

HWU Part#	Yearly Avg. ⁽¹⁾	Description	ROMAC Part#	Price Each	Total Extended Price
A0368	3	4" MJ Grip Ring Accessory Pack	4" GRAP-DI		
A0569	10	6" MJ Grip Ring Accessory Pack	6" GRAP-DI		
A0615	4	8" MJ Grip Ring Accessory Pack	8" GRAP-DI		

ROMAC GRIP RING ACCESSORY PACKS - CONTINUED

HWU Part#	Yearly Avg. ⁽¹⁾	Description	ROMAC Part#	Price Each	Total Extended Price
A0652	2	10" MJ Grip Ring Accessory Pack	10" GRAP-DI		
A0726	5	12" MJ Grip Ring Accessory Pack	12" GRAP-DI		
A0369	1	4" Transition Grip Ring Accessory Pack	4" GRAP-IP		
A0570	2	6" Transition Grip Ring Accessory Pack	6" GRAP-IP		
A0616	1	8" Transition Grip Ring Accessory Pack	8" GRAP-IP		
A0653	1	10" Transition Grip Ring Accessory Pack	10" GRAP-IP		
A0727	1	12" Transition Grip Ring Accessory Pack	12" GRAP-IP		
ROMAC GRIP RING ACCESSORY PACK TOTAL ⁽³⁾					

STANDARD ACCESSORY PACKS

HWU Part#	Yearly Avg. ⁽¹⁾	Description	Sigma Corp Part#	Price Each	Total Extended Price
A0265	1	2" MJ Accessory Pack	DGP2		
A0324	1	3" MJ Accessory Pack	DGP3		
A0759	1	14" MJ Accessory Pack	DGP14		
A0787	1	16" MJ Accessory Pack	DGP16		
A0326	1	3" Transition Accessory Pack	DXP3		
A0367	1	4" Transition Accessory Pack	DXP4		
STANDARD ACCESSORY PACK TOTAL ⁽⁴⁾					

INFAC FOSTER ADAPTER ACCESSORY PACKS

HWU Part#	Yearly Avg. ⁽¹⁾	Description	InFact Part#	Price Each	Total Extended Price
A3153	1	4" MJ Foster Adapter Accessory Pack	Foster Adpt 4"		
A2949	2	6" MJ Foster Adapter Accessory Pack	Foster Adpt 6"		
A3154	2	8" MJ Foster Adapter Accessory Pack	Foster Adpt 8"		
INFAC FOSTER ADAPTER ACCESSORY PACK TOTAL ⁽⁵⁾					

FLANGE ACCESSORY PACKS

HWU Part#	Yearly Avg. ⁽¹⁾	Description	Sigma Corp Part#	Price Each	Total Extended Price
A1616	1	3" Full Faced 1/8" Flange SS Accessory Pack	FRP08-03SS		
A0561	7	4" Full Faced 1/8" Flange SS Accessory Pack	FRP08-04SS		
A1915	15	6" Full Faced 1/8" Flange SS Accessory Pack	FRP08-06SS		
A1916	2	8" Full Faced 1/8" Flange SS Accessory Pack	FRP08-08SS		
A0803	1	10" Full Faced 1/8" Flange SS Accessory Pack	FRP08-10SS		
A1912	6	12" Full Faced 1/8" Flange SS Accessory Pack	FRP08-12SS		
A2873	1	16" Full Faced 1/8" Flange SS Accessory Pack	FRP08-16SS		
A2173	1	18" Full Faced 1/8" Flange SS Accessory Pack	FRP08-18SS		
FLANGE ACCESSORY PACK TOTAL ⁽⁶⁾					

DUCTILE IRON FITTINGS

HWU Part#	Yearly Avg. ⁽¹⁾	Description	Tyler Union Part#	Price Each	Total Extended Price
A0323	1	3" MJ 22.5	3" C153 MJ 22.5 – Domestic		
A0322	1	3" MJ 45	3" C153 MJ 45 – Domestic		
A0321	1	3" MJ 90	3" C153 MJ 90 – Domestic		
A0348	1	3" MJ Solid Sleeve	3" C153 MJ Solid Sleeve Long – Domestic		
A2617	1	3" MJ TEE	3" C153 MJ Tee – Domestic		
A0374	1	4" MJ Cap	4" C153 MJ Cap – Domestic		
A0373	1	4" MJ Plug	4" C153 MJ Plug – Domestic		
A0365	1	4" MJ 22.5	4" C153 MJ 22.5 – Domestic		
A0364	1	4" MJ 45	4" C153 MJ 45 – Domestic		
A0363	1	4" MJ 90	4" C153 MJ 90 – Domestic		
A0372	1	4" MJ Solid Sleeve	4" C153 MJ Solid Sleeve Long – Domestic		

DUCTILE IRON FITTINGS – CONTINUED

HWU Part#	Yearly Avg. ⁽¹⁾	Description	Tyler Union Part#	Price Each	Total Extended Price
A0383	1	4" MJ TEE	4" C153 MJ TEE – Domestic		
A2626	1	4" MJ x FL Adapter	4" C153 MJ x FL Adapter – Domestic		
A0385	1	4" x 3" MJ Reducer	4" x 3" C153 MJ Reducer – Domestic		
A1002	1	4" MJ x 3" FL Reducer	4" x 3" C110 MJ x FL Reducer – Domestic		
A0572	4	6" MJ Cap	6" C153 MJ Cap – Domestic		
A0571	1	6" MJ Plug	6" C153 MJ Plug – Domestic		
A0567	1	6" MJ 22.5	6" C153 MJ 22.5 – Domestic		
A0566	6	6" MJ 45	6" C153 MJ 45 – Domestic		
A0565	4	6" MJ 90	6" C153 MJ 90 – Domestic		
A0593	1	6" MJ Solid Sleeve	6" C153 MJ Solid Sleeve Long – Domestic		
A0594	1	6" x 4" MJ TEE	6" x 4" C153 MJ Tee – Domestic		
A0595	1	6" MJ TEE	6" C153 MJ Tee – Domestic		
A3243	1	6" MJ x FL Adapter	6" C153 MJ x FL Adapter – Domestic		
A0587	1	6" x 3" MJ Reducer	6" x 3" C153 MJ Reducer – Domestic		
A0588	1	6" x 4" MJ Reducer	6" x 4" C153 MJ Reducer – Domestic		
A0619	3	8" MJ Cap	8" C153 MJ Cap – Domestic		
A0618	1	8" MJ Plug	8" C153 MJ Plug – Domestic		
A2106	1	8" MJ 11.25	8" C153 MJ 11.25 – Domestic		
A0612	1	8" MJ 22.5	8" C153 MJ 22.5 – Domestic		
A0611	3	8" MJ 45	8" C153 MJ 45 – Domestic		
A0610	1	8" MJ 90	8" C153 MJ 90 – Domestic		

DUCTILE IRON FITTINGS – CONTINUED

HWU Part#	Yearly Avg. ⁽¹⁾	Description	Tyler Union Part#	Price Each	Total Extended Price
A0636	1	8" MJ Solid Sleeve	8" C153 MJ Solid Sleeve Long – Domestic		
A0637	1	8" x 4" MJ TEE	8" x 4" C153 MJ Tee – Domestic		
A0638	1	8" x 6" MJ TEE	8" x 6" C153 MJ Tee – Domestic		
A0639	1	8" MJ TEE	8" C153 MJ Tee – Domestic		
A3081	1	8" MJ Cross	8" C153 MJ Cross – Domestic		
A0859	1	8" MJ x FL Adapter	8" C153 MJ x FL Adapter – Domestic		
A0646	1	8" x 4" MJ Reducer	8" x 4" C153 MJ Reducer – Domestic		
A0643	2	8" x 6" MJ Reducer	8" x 6" C153 MJ Reducer – Domestic		
A0655	1	10" MJ Cap	10" C153 MJ Cap – Domestic		
A0654	1	10" MJ Plug	10" C153 MJ Plug – Domestic		
A0658	1	10" MJ 22.5	10" C153 MJ 22.5 – Domestic		
A0657	2	10" MJ 45	10" C153 MJ 45 – Domestic		
A0656	1	10" MJ 90	10" C153 MJ 90 – Domestic		
A0672	1	10" MJ Solid Sleeve	10" C153 MJ Solid Sleeve Long – Domestic		
A0674	1	10" x 6" MJ TEE	10" x 6" C153 MJ Tee – Domestic		
A0640	1	10" x 8" MJ TEE	10" x 8" C153 MJ Tee – Domestic		
A0676	1	10" MJ TEE	10" C153 MJ Tee – Domestic		
A0678	1	10" x 8" MJ Reducer	10" x 8" C153 MJ Reducer – Domestic		
A0730	1	12" MJ Cap	12" C153 MJ Cap – Domestic		
A0729	1	12" MJ Plug	12" C153 MJ Plug – Domestic		
A0893	1	12" MJ 11.25	12" C153 MJ 11.25 – Domestic		

DUCTILE IRON FITTINGS – CONTINUED

HWU Part#	Yearly Avg. ⁽¹⁾	Description	Tyler Union Part#	Price Each	Total Extended Price
A0724	3	12" MJ 22.5	12" C153 MJ 22.5 – Domestic		
A0718	5	12" MJ 45	12" C153 MJ 45 – Domestic		
A0719	2	12" MJ 90	12" C153 MJ 90 – Domestic		
A0744	1	12" MJ Solid Sleeve	12" C153 MJ Solid Sleeve Long – Domestic		
A3177	1	12" MJ Solid Sleeve – Oversized	Star Pipe Products Part# MJ Dual Purpose Sleeve 12" (MJSDP12)		
A2614	1	12" x 8" MJ TEE	12" x 8" C153 MJ Tee – Domestic		
A0748	1	12" MJ TEE	12" C153 MJ Tee – Domestic		
A0747	1	12" x 8" MJ Reducer	12" x 8" C153 MJ Reducer – Domestic		
A0746	1	12" x 10" MJ Reducer	12" x 10" C153 MJ Reducer – Domestic		
A0763	1	14" MJ Solid Sleeve	14" C153 MJ Solid Sleeve Long – Domestic		
A0902	1	16" MJ 11.25	16" C153 MJ 11.25 – Domestic		
A0790	1	18" MJ Solid Sleeve	18" C153 MJ Solid Sleeve Long – Domestic		
A2245	1	20" MJ Cap	20" C153 MJ Cap – Domestic		
A0861	1	20" MJ 22.5	20" C153 MJ 22.5 – Domestic		
A0806	1	20" MJ Solid Sleeve	20" C153 MJ Solid Sleeve Long – Domestic		
DUCTILE IRON FITTINGS TOTAL ⁽⁷⁾					

BID SECTION	TOTAL AMOUNT
PIPE RESTRAINT ACCESSORY PACK TOTAL ⁽²⁾	
ROMAC GRIP RING ACCESSORY PACK TOTAL ⁽³⁾	
STANDARD ACCESSORY PACK TOTAL ⁽⁴⁾	
INFAC T FOSTER ADAPTER ACCESSORY PACK TOTAL ⁽⁵⁾	
FLANGE ACCESSORY PACK TOTAL ⁽⁶⁾	
DUCTILE IRON FITTINGS TOTAL ⁽⁷⁾	
OVERALL TOTAL BID PRICE ⁽⁸⁾ This is the price used for evaluation	

The Price Each should be a delivered price to HWU which includes all shipping and handling charges.

The Shelf Quantity listed may not be the total purchased.
The items contained in this bid will be purchased on an as needed basis.

NOTES:

- ⁽¹⁾ The **Yearly Average** is based on the total number used in a three year period, divided by three, the purchase history was gathered from March 15, 2014 through March 15, 2017.
- ⁽²⁾ The **Pipe Restraint Accessory Pack Total** is the sum of the **Extended Total Price** for that section.
- ⁽³⁾ The **Romac Grip Ring Accessory Pack Total** is the sum of the **Extended Total Price** for that section.
- ⁽⁴⁾ The **Standard Accessory Pack Total** is the sum of the **Extended Total Price** for that section.
- ⁽⁵⁾ The **Infact Foster Adapter Accessory Pack Total** is the sum of the **Extended Total Price** for that section.
- ⁽⁶⁾ The **Flange Accessory Pack Total** is the sum of the **Extended Total Price** for that section.
- ⁽⁷⁾ The **Ductile Iron Fittings Total** is the sum of the **Extended Total Price** for that section.
- ⁽⁸⁾ The **Overall Bid Dollar Amount** is the sum of the separate sections.

Company Submitting Bid: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

Solicitation/Contract #: _____

OR CHECK HERE: *My company is not eligible to claim this status* _____

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 _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

OR CHECK HERE: *My Company is not eligible to claim this status* _____

SIGNATURE PAGE

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

BIDDER

Attest

Company
Name

Address

City

State Zipcode

Authorized Representative

Title

Print Name

Date

E-mail

Phone

Fax

SEAL (if BID is by Corporation)