

HENDERSON WATER UTILITY

**REQUEST FOR PROPOSALS
and TECHNICAL SPECIFICATIONS**

***North Wastewater Treatment Plant
Demolition of Headworks Building***

HENDERSON, KENTUCKY

May 2017



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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 1:30 p.m. (CDT), on the 31st day of May, 2017, at which time the bids will be opened and considered for the purchase of the following:

**DEMOLITION OF THE OLD HEADWORKS BUILDING
AT THE NORTH WASTEWATER TREATMENT PLANT
205 DRURY LANE, HENDERSON**

Specifications and Instructions to Bidders, and copies of plan sheets for this project may be obtained from:

HWU website: <http://tinyurl.com/hwu-bids>

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 Bid, 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 "Engineer" refers to an individual employee of the Owner, acting as design engineer or inspector for this project or procurement.
- f. 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 Invitation for Bids; the Vendor's Proposal; and the attached technical specifications for Demolition of the Old Headworks Building, prepared by Henderson Water Utility, dated May 2017.
- g. The term "Nonresident bidder" is defined by KRS 45A.494(3).
- h. The term "Resident bidder" is defined by KRS 45A.494(2).
- i. 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 Purchasing Manager, not less than five (5) 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. Acknowledgement shall be received prior to the hour and date specified for receipt of offers, or shall be shown in the appropriate place 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 City of Henderson Water and Sewer Commissioners. Any appeal to the 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.

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 the vendor or vendors 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, or for such time as specified on the Bid Form, if different.
- f. 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. 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:
 - i. He, or any member of his immediate family has a financial interest therein; or
 - ii. 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
 - iii. 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. ADDITIONAL CHARGES/FEEES

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.

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.
- c) Remain in effect for the duration of the contract and warranty period.

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BID FORM

PROJECT IDENTIFICATION: Demolition of Headworks Building
North Wastewater Treatment Plant
Ref# - 2017-07

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 Purchasing Manager as per item #3 in the Solicitation Instructions and Conditions.

DATE REFERENCES: Last day for bid clarifications: 24 May 2017
Bid Closing: 31 May 2017, 1:30 p.m.
HWU Board Meeting (award): 19 June 2017

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 sixty (60) 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.

- d. Specify a unit price in figures for each bid item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column provided for that purpose. Round the products by dropping all digits past the cent. Write in ink or type all figures. In case of discrepancy between a unit price and extended price, the unit price shall govern.
- e. Bid Proposals will be considered irregular and will be rejected when the bidder either:
 - i) omits both a unit price for any pay item and an amount for the entire quantity of the same pay item; or
 - ii) submits zero as a unit price for any pay item or as an amount for the entire quantity of the same pay item.

Bid Form
Demolition of the Old Headworks Building
Pricing to be held for 60 days after submittal is opened

ITEM No. 1: Demolition and Disposal of Building Structure

Includes Mobilization and Demobilization of personnel and subcontractors to site, general conditions, traffic control, etc., and all other costs to complete the work as required by the specifications.

LUMP SUM BID PRICE _____
_____ Dollars (\$_____).
(Use words) (figures)

ALTERNATE BID ITEM A: Removal of Rotary Fine Screen Units

Includes removal of the two existing RFS units, including associated control panels, and all costs to complete the work as required by the specifications.

LUMP SUM BID PRICE _____
_____ Dollars (\$_____).
(Use words) (figures)

Exceptions Taken to this Proposal: List any and all exceptions. (If none, check here.)

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 _____, 2017.

Notary Public

My Commission Expires

[Seal of Notary}

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 _____, 2017.

Notary Public

My Commission Expires

[Seal of Notary}

Check this box if not claiming Resident Bidder Status

STATEMENT REQUIRED PURSUANT TO KRS 45A.395

The provisions of KRS 45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____
(Office or Title)
of _____
(Bidder or Offeror)

states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This the _____ day of _____, 2017.

Signature

Printed Name

Title

Date

Company Name

Address

TECHNICAL SPECIFICATIONS
DEMOLITION OF OLD HEADWORKS BUILDING - NWWTP

1. SCOPE OF WORK

This request is for a proposal to furnish labor and equipment to demolish the existing building structure at the old Headworks, located south of the offices at the North Wastewater Treatment Plant. The scope of this project only relates to the building envelope, and does not include demolition of the existing concrete floor, channels or foundations. The scope does include demolition and disposal of any above-ground electrical equipment, including conduit, panels, wire, fixtures and appurtenances.

2. GENERAL SPECIFICATIONS

The Owner of this building is the Henderson Water Utility. The Owner is not aware of any hazardous conditions associated with the structure, other than the presence of a noxious atmosphere since its construction. If the Contractor believes that any physical condition that is uncovered or revealed is of an unusual nature or differs materially from conditions ordinarily encountered, he shall promptly inform the Owner, and not further disturb said condition until given written permission to do so.

Contractor shall furnish a performance and payment bond in an amount equal to the contract price, as security for the faithful performance and payment of all the Contractor's obligations under this contract.

Time to completion shall be sixty (60) calendar days.

Contractor shall make application for, obtain, and pay for all licenses, permits or fees and charges in connection with this work, at no charge to the Owner.

Contractor shall insure that all utilities serving the building have been disconnected, prior to starting work.

Contractor shall take care to protect all roads and streets from damage caused by hauling of materials and/or equipment to and from the site.

For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. The Contractor shall comply with the governing regulations.

Work by the Contractor may be temporarily suspended when it would interfere with any funeral service at the adjacent cemetery.

Before the work is considered complete, all rubbish and unused material due to or connected with the demolition shall be removed and the premises left in a condition satisfactory to the Owner.

Contractor shall use whatever means necessary to prevent dust from traveling outside the immediate area of work.

All material, equipment, rubble, debris, and other products of the demolition shall become the property of the Contractor for his disposal off-site in accordance with all applicable laws and ordinances, at the Contractor's expense. The sale of salvageable materials by the Contractor shall only be conducted off-site. Contractor shall be responsible for all the costs of hauling and disposal of all demolition debris created by this project.

No explosives shall be used at any time during the demolition. No burning of combustible material will be allowed at the site.

Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguishers on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, and metal halide light bulbs.

Before starting demolition, the Contractor shall employ a certified rodent and vermin exterminator and treat the facilities in accordance with governing health laws and regulations. Any rodents, insects, or other vermin appearing before or during the demolition shall be killed or otherwise prevented from leaving the immediate vicinity of the demolition work.

Special attention is directed towards maintaining safe and convenient access to the existing facilities remaining in operation by plant personnel and plant associated vehicles, including trucks and delivery vehicles.

3. ALTERNATE BID ITEM

There is included on the Bid Form an Alternate Item for removal and on-site storage of the two Rotary Fine Screen units inside the building. These will be removed in a manner that will allow them to be re-used. Storage will be on skids, in a building on the NWWTP site. Include in this price the disconnection, removal and storage of the associated control panels.

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

MANAGED BY THE CITY OF HENDERSON WATER & SEWER COMMISSION

TOM WILLIAMS, 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