

HENDERSON WATER UTILITY

**INVITATION FOR BIDS
and TECHNICAL SPECIFICATIONS**

***Henderson Community College
Water Main Materials Bid***

HENDERSON, KENTUCKY

March 2018



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HENDERSON COMMUNITY COLLEGE WATER MAIN MATERIALS

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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.

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 15th day of March 2018, at which time the bids will be opened and considered for the purchase of the following:

**PIPE, VALVES, FITTINGS AND ACCESSORIES
FOR INSTALLATION ON THE
HENDERSON COMMUNITY COLLEGE WATER MAIN PROJECT
FOR THE
HENDERSON WATER UTILITY**

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 Henderson Community College Water Main Project Materials, prepared by Henderson Water Utility, dated March 2018.
- 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. 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:
 - 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: Pipe, Valves, Fittings and Accessories
Henderson Community College Water Main Project
(Materials Only – No Installation)
Henderson Water Utility
Ref# - 2018 - 06

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: 12 March 2018
Bid Closing: 15 March 2018, 1:30 p.m.
HWU Board Meeting (award): 19 March 2018

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.

- 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 A
Pipe, Valves, Fittings and Accessories
Pricing to be held for 60 days after submittal is opened

<i>Item #</i>	<i>Proposed Valve or Fitting</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
1	8" DR18 C900 Pipe - Water	Linear Foot	620'		
2	6" DR18 C900 Pipe - Water	Linear Foot	800'		
3	4" C900 Gasketed Pipe Water	Linear Foot	300'		
4	8" Tapping Valve w/ 2" Operating Nut for Bury	Each	1		
5	12" Steel ¼" Wall Steel Casing	Linear Foot	40'		
6	8" MJ x MJ Valve w/ 2" Operating Nut for Bury	Each	2		
7	6" MJ x MJ Valve w/2" Operating Nut for Bury	Each	4		
8	5 1/4" Fire Hydrant, 6" MJ Shoe, OL Operating Nut, 1 Pumper & 2 Nozzle Connections	Each	3		
9	8" x 8" SS Tapping Sleeve - 8.63-9.05	Each	1		
10	8" x 2" CC Tapping Saddle - 8.63-9.05	Each	1		

Item #	Proposed Valve or Fitting	Unit	Quantity	Unit Price	Total Price
11	8" MJ 90 - Domestic	Each	1		
12	8" MJ 45 - Domestic	Each	1		
13	8" MJ 22.5 - Domestic	Each	2		
14	6" MJ 90 - Domestic	Each	1		
15	6" MJ 45 - Domestic	Each	3		
16	6" MJ 22.5 - Domestic	Each	1		
17	8" x 6" MJ TEE - Domestic	Each	2		
18	8" x 6" MJ Reducer - Domestic	Each	1		
19	6" x 4" MJ Reducer - Domestic	Each	1		
20	6" x 4" MJ TEE - Domestic	Each	1		
21	6" MJ TEE - Domestic	Each	1		
22	4" MJ x MJ Valve - Domestic	Each	1		
23	4" MJ 45 - Domestic	Each	1		
24	4" x 2" MJ Reducer - Domestic	Each	2		
25	6" Hymax Coupling 6.42-7.68	Each	1		
26	8" MJ Foster Adapter Accessory Pack	Each	3		
27	6" MJ Foster Adapter Accessory Pack	Each	3		
28	4" MJ Foster Adapter Accessory Pack	Each	1		
29	4" C900 Pipe Restraint Accessory Pack	Each	6		
30	8" C900 Pipe Restraint Accessory Pack - Domestic	Each	12		
31	6" C900 Pipe Restraint Accessory Pack - Domestic	Each	24		

Item #	Proposed Valve or Fitting	Unit	Quantity	Unit Price	Total Price
32	Casing End Seal - 12", 1/4" Wall Casing x 6" C900	Each	2		
33	12" Casing Spacer - 6" C900	Each	5		
34	36" - 48" Complete Valve Box - Water	Each	8		
35	2" x 12" No-Lead Brass Nipple	Each	2		
36	38" x 18" x 26" Meter Vault w/Lid	Each	3		
37	2" Brass No-Lead Corp Stop - CC x MIPT	Each	1		
38	2" Brass No-Lead Coupling - FIPT x Meter- FL	Each	5		
39	2" Drop-In Meter Gasket	Each	8		
40	2" Brass No-Lead Ball Valve - FIPT x Meter-FL	Each	2		
41	2" SDR11 Poly Pipe	500' Roll	500' – 1 roll		
42	2" Brass No-Lead Ball Valve - PJ(PVC) x Meter- FL	Each	1		
43	2" Brass No-Lead Coupling - FIPT x PJ(PVC)	Each	1		
44	2" x 10" Universal Style 90 Dresser Coupling	Each	2		
45	2" x 6" No-Lead Brass Nipple	Each	2		
46	12-gauge solid THHN wire (500 ft spool)	500' Spool	500' – 1 spool		
47	2"x 1000" Magnetic Buried Underground Waterline Tape (1,000 Ft Roll)	1,000' Roll	1,000' – 1 roll		
Bid Form A - Total Bid Price					\$

Shop Drawing / Equipment Delivery Schedule:

Number of days from Award of Purchase Order to complete delivery: _____ days

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 _____, 2018.

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 _____, 2018.

Notary Public

My Commission Expires

[Seal of Notary}

Check this box if not claiming Resident Bidder Status

**TECHNICAL SPECIFICATIONS
PIPE, VALVES, FITTINGS AND ACCESSORIES
FOR INSTALLATION (BY OTHERS) ON THE
COLLEGE WATER MAIN PROJECT**

1. SCOPE OF WORK

This request is for a proposal to furnish pipe, valves, fittings and accessories to be installed by others on the Henderson Community College Water Main project for the Henderson Water Utility, Henderson, Kentucky.

It is the intention of the Owner to award by bid schedule to a single vendor for this procurement. Some items may be deleted or not purchased. Consequently, each bid item should include any delivery fees, handling fees, fuel surcharges, or any other fees/charges associated with the purchase or delivery of the product.

2. SUBMITTALS (Shop Drawings)

The Vendor shall submit to the Engineer a minimum of three 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: two sets to Owner's central files, and one set to the Vendor. If the Vendor requires more copies, specify that at the time of submittal; the Engineer will review up to five sets of each shop drawing submittal.

Shop drawings shall be submitted no later than 30 days after the purchase order date.

Rejection of the same shop drawings on three separate occasions shall constitute grounds for total rejection of the proposed vendor as being unable 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. Manufacturer's cut sheets or other detailed product information.
- b. Detailed dimensional drawings of each valve and fitting.
- c. Detailed description of materials of construction and applicable standards.

3. 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 materials and equipment furnished for the purpose(s) intended.

The Vendor shall provide all gaskets, bolts, and other miscellaneous items required to install the material described in this Request for Proposals.

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

4. TRANSPORT AND DELIVERY

The materials described in this Request for Proposals will be delivered by the Vendor, unloaded and stored by the Owner and installed by the Owner’s forces. Vendor and Owner shall jointly sign-off on material condition at the time of delivery. The Owner’s forces will supply labor and any other work required for installation.

Transport and handle coated pipe and other items using equipment and methods that prevent damage to the coating. Deliver pipe adequately stored on timbers or pallets. Valves, gaskets, fittings and small parts shall be delivered on pallets, and shall be boxed, shrink-wrapped, or otherwise protected from weather and loss.

Repair minor damage to exterior and interior coatings as the Engineer directs before pipe installation. Significant damage due to improper procedures for packing and handling of pipe and other materials will be reason for rejection.

5. PRE-APPROVED VENDORS

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

<u>C.I. Thornburg Co., Inc.</u> 908 Searcy Way Bowling Green, Kentucky 42103 Phone (270) 843-0852 Fax (270) 780-9894	<u>Consolidated Pipe & Supply, LLC</u> 768 Interstate Drive Bowling Green, Kentucky 42101 Phone (270) 393-8311 Fax (270) 393-8451	<u>Core & Main</u> 3352 Industrial Drive Bowling Green, KY 42101 Phone (270) 783-8721 Fax (270) 783-8723
<u>Ferguson Waterworks</u> 3726 Bishop Lane Louisville, KY 40218 Phone (502) 459-9974 Fax (502) 459-4255	<u>Fortiline Waterworks Hartford</u> 552 State Route 69 N., PO Box 83 Hartford, KY 42347 Phone (270) 298-4545 Fax: (270) 298-4363	<u>G & C Supply</u> 1105 State Route 77 Atwood, TN 38220 Phone (731) 662-7193
<u>Hayes Pipe Supply</u> 4504 Produce Road Louisville, Kentucky 40218 Phone (502) 454-8500 Fax (502) 454-8594	<u>J & J Municipal Supply, Inc.</u> 900 N. Baker Road Boonville, Indiana 47601 Phone (812) 897-8888 Fax (812) 897-8883	<u>Ohio Valley Drainage</u> 14462 Hwy. 41 A Corydon, KY 42406 Phone: 270-724-2510
<u>Plumbers Supply, Co.</u> 1000 E. Main St. Louisville, KY 40206 Phone: 502-582-2261	<u>Utility Pipe Sales</u> 11802 N. Green River Road Evansville, Indiana 44725 Phone (812) 867-7471 Fax (812) 867-7476	<u>Utility Supply Co.</u> 415 Phoenix Drive Huntingburg, IN 47542 Phone (812) 683-9360

6. 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 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.

7. PVC PIPE

- a. PVC pipe 4" thru 12" diameter for potable water main shall conform to AWWA C900, 150 psi pressure class, dimension ratio DR 18. Pipe larger than 12" diameter shall conform to AWWA C905, 165 psi pressure class, dimension ration DR 25. Joints shall be of the push-on type as specified.
- b. PVC pipe with rubber gaskets shall conform to dimensions and tolerances: ASTM D-2241, ASTM D-2122, and NSF International F-14.
- c. Materials: ASTM D-1784 and NSF International for potable water use. Pipe and couplings shall be made of virgin PVC compounds with a cell classification of 12454-A or 12454-B. The hydrostatic design basis rating shall be 4,000 psi for water at 73.4 degrees F (23 degrees C).
- d. Joints and seals: ASTM D-3139 and ASTM F-477.
- e. Lubricants: Compatible with PVC materials and approved for use in potable water line pipe.
- f. Each piece of pipe shall bear the manufacturer's name or trademark, and the NSF International (NSF) mark of approval.

8. DUCTILE IRON FITTINGS

- a. Ductile iron fittings shall be designed in accordance with the latest revision of ANSI/AWWA C153/A21.53 for a minimum 150 psi pressure (or project requirements, whichever is greater) rated working pressure plus a 100psi surge allowance, (if anticipated surge pressures are other than 100 psi, the actual anticipated pressure should be used); a 2 to 1 factor of safety on the sum of working pressure, plus surge pressure.
- b. Ductile iron fittings shall be manufactured in the U.S.A. in accordance with the latest revision of ANSI/AWWA C153/A21.53.
- c. Fittings shall have a standard asphaltic coating on the exterior. The fittings shall also have a cement-mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4.

- d. All fittings shall be mechanical joint ends. The joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11.
- e. Fittings shall be the fitting alone with no accessory packs.

9. ACCESSORY PACKS & PIPE RESTRAINTS KITS

- a. All accessory packs and pipe restraints shall be manufactured in the U.S.A.
- b. Accessory packs and pipe restraints shall be designed in accordance with the latest revision of ASTM A536, Grade 65-45-12. The accessory pack gaskets shall be designed in accordance to ANSI/AWWA C111/A21.11. The accessory pack T-bolts and nuts shall be UNC T-bolts, heavy hex nuts, high strength, low-alloy steel per AWWA C111. The pipe restraints shall be Ford UFR1500-CA-U series or approved equal and shall be furnished with the gasket and T-bolts and nuts.
- c. Flange accessory packs shall consist of a 1/8-inch-thick red rubber full faced gasket, and 18.8 stainless steel hex cap bolts and nuts.
- d. Joint Restraint Harness shall be Series 1500TD by EBBA Iron, or approved equal.

10. FIRE HYDRANTS

- a. Fire hydrants shall be designed and manufactured in accordance with the latest revision of ANSI/AWWA C502.
- b. Hydrants shall be furnished for a minimum 3'-6" bury depth. The operating nut shall be an open left 1-1/2-in pentagonal operating nut. The hydrant barrel shall have a safety breakage feature above the ground line. All hydrants shall have 6-inch mechanical joint shoe connection; two 2-1/2-inch hose discharge nozzles and one 4-1/2-inch pumper nozzle. The nozzle connection threads shall be National Standard Hose Coupling Threads (N.S.T.). The main valve shall have 5-1/4-inch full opening and be of the compression type, opening against water pressure so that the main valve remains closed should the barrel be broken off. Each nozzle is to be protected by nozzle caps. The caps shall be furnished with a 1-1/2-in pentagonal opening nut, gasket and attachment chains. The pumper nozzle shall be furnished with a 5" quick connect nozzle, Storz or approved equal.
- c. Coating shall be Fusion Bonded Epoxy and Polyester. Hydrants shall be painted yellow, including the bonnet.
- d. Fire Hydrants shall be fully bronze mounted, or a stainless-steel construction. The main valves shall have a threaded bronze seat ring assembly of such design that is easily removable by unscrewing from a threaded bronze drain ring. Drainage waterways shall be completely bronze to prevent rust or corrosion. Bronze parts that meet potable water shall conform to NSF/ANSI 61-G.
- e. The operating stem shall be equipped with anti-friction thrust bearings to reduce operating torque and assure easy opening. A stop shall be provided to limit stem travel. Stem threads shall be enclosed in a permanently sealed lubricant reservoir protected from weather and waterway with O-ring seals.
- f. Quick-connect nozzles shall be "Storz" by Kocheck Co., Inc., or approved equal, and shall have a 5" metal face, a 4 1/2" NH female face for connection to the hydrant, (3) set

screws, low profile hydrant nut cap, and 3/32-inch stainless steel aircraft cable retainer. Color shall be dark grey.

- g. Fire hydrants shall be AVK Model 2780-5" Storz, Kennedy K81D, or approved equal.

11. GATE VALVES

- a. Ductile Iron Gate valves shall be designed in accordance with the latest revision of ANSI/AWWA C509.
- b. Ductile Iron Gate valves shall be manufactured in the USA in accordance with the latest revision of ANSI/AWWA C509, and shall conform to NSF/ANSI 61-G.
- c. All valves shall be furnished with 2" square operating nut and shall be opened by turning to the left (counterclockwise).
- d. Ductile Iron Gate valves shall be Kennedy Model 4571, 4561, or equal.
- e. Mechanical Joint Tapping Gate valves shall be Kennedy 8950SS, or approved equal.

12. BRASS COUPLINGS AND FITTINGS

- a. All brass couplings and fittings shall be constructed of a lead-free brass alloy, meeting the requirements of UNS/CDA number C89833 as listed in ANSI/AWWA C800, and the products produced with this alloy shall meet ANSI/NSF Standard 61 and/or ANSI NSF Standard 372 as applicable.
- b. Corporation stops sized for 3/4 -inch and 1-inch services, shall be Ford F600-NL series or approved equal.
- c. The Flare x Flare straight coupling shall be FORD C22-NL series, or approved equal.

13. VALVE BOXES

- a. Valve boxes shall be 5-1/4-inch, standard cast iron, three (3) piece, screw-type with drop covers marked "Water".
- b. Valve boxes and covers shall be as manufactured by Tyler Corporation, Opelika Foundry, Bingham & Taylor, or approved equal.

14. METER VAULTS

- a. Meter vaults shall be 38" x 18" x 26", riveted, two-piece, 0.064" galvanized copper-steel, with lid of 3/16" diamond steel floor plate, with a centered 10" x 10" observation port, Model MV-20, as manufactured by Southeastern Distributors, Inc., or approved equal.

15. TAPPING SLEEVES AND SADDLES

- a. Tapping sleeves shall have a stainless steel flanged valve connection to accept tapping gate valves conforming to the requirements for Gate Valves, hereinbefore. Tapping sleeves with Carbon Steel or Ductile flanges will not be accepted.
- b. Tapping sleeves and valves shall have a pressure rating corresponding to the pressure rating of the pipe in which they are located. Tapping valves shall be a two- piece stainless steel FORD FAST style or approved equal

- c. Tapping saddles shall be all stainless-steel construction and manufactured in the U.S.A. The tapping saddles shall conform to ANSI/AWWA C230 standard, latest revision. Ductile or Cast lugs will not be accepted. The tapping saddles shall be FORD FS300 series or approved equal.
- d. Tapping valves shall be of the mechanical joint type suitable for working pressures of 150 psi and shall be Mueller No. H-667, American Valve and Hydrant No. 565, M&H No. 751, Kennedy Figure 8950SS or approved equal.

16. TRACER WIRE

- a. Tracer wire shall be a solid copper core 12-gauge THHN wire.
- b. Tracer wire shall be a length of five hundred foot (500') on a spool.
- c. Tracer wire color shall be one of the following colors: Yellow, Green, Blue, Red, or White.
- d. Tracer wire shall be manufactured by Republic Wire, Inc. or approved equal. (Manufacturer's Part Number - 12ga SOL THHN 0.015 INS-AWM Style 1408).

17. DETECTABLE BURY TAPE

- a. Detectable bury tape shall be a two-inch (2") by one-thousand-foot (1,000') length roll.
- b. Detectable bury tape shall be a laminated ply tape with a magnetic detectable core, capable of being detected/located by either conductive or inductive location techniques.
- c. Detectable bury tape shall have the top side marked and color-band coded in the accepted APWA recommended color, Blue for water Green for sewer and storm lines.
- d. Detectable bury tape shall be marked with a continuous message "CAUTION WATER LINE BURIED BELOW" every twenty to thirty-six (20" to 36") inches.
- e. Detectable bury tape shall be manufactured by Mutual Industries Inc. or approved equal. (Manufacturer's Part Numbers 17774-25-2000, 17774-32-2000).

18. HIGH DENSITY POLYETHYLENE PIPE (HDPE)

- a. High Density Polyethylene Pipe (HDPE) shall be 200 psi working pressure, dimensional ratio SDR11, for 4" and smaller, and shall conform to ASTM D-3350.
- b. Molded fittings shall be made from material meeting the same requirements as the pipe, shall be manufactured in accordance with ASTM D3261 and shall be so marked. Fittings shall meet the appropriate AWWA standard (C901 or C906) and shall be Pressure Class 200.
- c. Mechanical connections, when used, shall be specifically designed for use with HDPE pipe.
- d. Pipe and molded fittings shall be manufactured by JM Eagle or approved equal.

19. STEEL CASING PIPE AND ACCESSORIES

- a. Casing pipe shall be steel, plain end, uncoated and unwrapped, have a minimum yield point strength of 35,000 psi and conform to ASTM A252 Grade 2 or ASTM A139 Grade B without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18-foot lengths. Pipe shall be straight along the centerline axis within 1/50 of the outside diameter and shall be free from dents or humps with a depth greater than ¼ inch.
- b. Casing pipe shall be a minimum of Schedule 20.
- c. Casing spacers for PVC pipe shall be provided at six-foot (6') intervals. Provide Cascade Waterworks Manufacturing CSS series or approved equal.
- d. Casing end seals shall be model "AM" by Advance Products & Systems, Inc., (www.apsonline.com) or approved equal.

HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

MANAGED BY THE WATER & SEWER COMMISSION OF THE CITY OF HENDERSON

Purchase Order

Ship To

Henderson Water Utility
230 N. Alvasia St.
Henderson, KY 42420

Date:	03/22/2017
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Purchase Order:	25189
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Contact: Mike Moore
Phone: 270-869-6613
Fax: 270-826-9343
Email: moorem@hkywater.org

Vendor ID: 4742
Vendor Name: Badger Meter Inc
Vendor Address: PO BOX 245036
MILWAUKEE, WI, 53244-9536

Comments: Budget# 22 04 802 4224 - For (36") 3/4" Meters and (4) 6" for inventory stock and replacement.
Prices from the 201421 Ext.# 2 Water Meter Bid\
Purchased from Badger Meter.

Order Quantity		Unit Price	Extended Price
36.00	C-700 5/8"x3/4" CF 3/4 Meter - Touchread HWU ID: A0005	\$87.24	\$3,140.64
4.00	6" Turbo Series CF 6 METER TURBINE TOUCHREAD CF HWU ID: A0573	\$2,482.25	\$9,929.00
			\$13,069.64

