

# HENDERSON WATER UTILITY

## INVITATION FOR BIDS and TECHNICAL SPECIFICATIONS

### *Belt Filter Press Renovation at the South Wastewater Treatment Plant*

HENDERSON, KENTUCKY

July 2018



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



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



## ***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 11th day of July 2018, at which time the bids will be opened and considered for the purchase of the following:

**BELT FILTER PRESS RENOVATION AT THE  
SOUTH WASTEWATER TREATMENT PLANT (SWWTP)  
FOR THE  
HENDERSON WATER UTILITY**

**REF# 201818 South WWTP Belt Filter Press Renovation Project**

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 South Wastewater Treatment Plant Belt Filter Press Renovation Project, prepared by J.R. Wauford and Company, dated May 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. WAGES AND HOURS**

Contractor shall conform to the provisions of all rules, regulations and statutes pertaining to wages and hours of work, including the requirements of the wage determination attached to these specifications and made a part thereof. The schedule of wages shall be attached to and made a part of the contract for construction between HWU and the Contractor. Contractor shall not pay less than the prevailing hourly wage as shown to all laborers, workmen and mechanics performing work under the contract. Contractor's bonds shall include provisions that guarantee faithful performance of the prevailing hourly wage clause in the contract.

Contractors shall conform to the requirements of KRS Chapter 337 as regards posting of wage schedules, submittal of certified payroll records, and recording and retention of payroll reports and records, including wages and working hours.

**21. 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.

**BID FORM**

**PROJECT IDENTIFICATION:** Belt Filter Press Renovation Project  
South Wastewater Treatment Plant  
Henderson Water Utility  
Ref# - 2018 - 18

**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: 9 July 2018  
Bid Closing: 11 July 2018, 1:30 p.m.  
HWU Board Meeting (award): 16 July 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.

**Bid Form**  
**Belt Filter Press Renovation**  
**Pricing to be held for 90 days after submittal is opened**

**ITEM No. 1: Renovation of Belt Filter Press Equipment**

Vendor/Contractor proposes to furnish all equipment, accessories, and services for the renovation of belt filter press equipment (two presses) as specified herein. The existing belt filter press equipment shall be rebuilt and furnished with all equipment necessary for installation on-site at the South Wastewater Treatment Plant in accordance with this Request for Proposals, without any additional materials furnished by others. All freight must be prepaid.

Includes Mobilization and Demobilization of personnel and subcontractors to site, general conditions, Bid Bond, Performance and Payment Bond; and all items specified in the attached Technical Specifications.

LUMP SUM BID PRICE \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
 (Use words) (figures)

**NOTE: Please mark this page in the bid submittal with a tab or sticky note.**

<i>Hourly rates for additional work as determined by the Owner after start of equipment installation</i>	
<b>Position Title</b>	<b>Billed Hourly Rate</b>
	\$
	\$
	\$
	\$
	\$
	\$



**Shop Drawing / Equipment Delivery Schedule:**

Number of days from Award of Purchase Order to Submission of Shop Drawings: \_\_\_\_\_ days

Number of days from Receipt of Approved Shop Drawings to Project Completion: \_\_\_\_\_ days

**Attachments Required:**

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

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

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

**Schedule of Services:** A detailed schedule of services to be provided including, but not limited to, equipment to be installed, estimated project timeline, and removal of the equipment from the building and re-installation of the equipment if deemed necessary

**Warranty:** Include a description of all warranty information and services to be supplied.

**Payment:** Include a proposed payment schedule for equipment and services.

**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

**SCOPE OF MATERIALS, SERVICES,  
AND  
TECHNICAL SPECIFICATIONS  
  
FOR  
  
RENOVATION OF  
BELT FILTER PRESS EQUIPMENT  
AT  
THE SOUTH WASTEWATER TREATMENT PLANT  
HENDERSON WATER UTILITY  
HENDERSON, KENTUCKY**

1. Scope of Request

This request is for a proposal to furnish all equipment, accessories, and services for the renovation of belt filter press equipment as listed in this request for proposals at the Henderson South Wastewater Treatment Plant for the Henderson Water Utility, Henderson, Kentucky (Owner). Proposals shall include sales tax and all other applicable fees and taxes, including freight to the Henderson South Wastewater Treatment Plant in Robards, Kentucky. Only proposals from pre-approved Vendors/Contractors will be considered.

2. Submittals (Shop Drawings)

The Vendor/Contractor shall submit to the Engineer a minimum of five (5) copies of information describing and depicting the details of the equipment, controls, materials and/or services to be provided, hereinafter referred to as “shop drawings.” After approval, the Engineer will distribute the shop drawings as follows: one set to Engineer's central files, one set to the Engineer's resident observer, two sets to the Owner, and one set to the Vendor/Contractor. The Engineer will review up to seven (7) sets of each shop drawing submittal.

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

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

- a. Equipment production and delivery schedule including number of days from Engineer review of shop drawing submittal to equipment delivery.
- b. General and detailed equipment and control layouts.
- c. List of spare parts and special tools. Special tools shall be furnished as required by the nature of the equipment or as specifically called for in this Request for Proposals.
- d. Complete list and schedule of services to be provided including installation/renovation of equipment, startup, warranty information, and operation and maintenance manuals.

3. Operation and Maintenance Manual Requirements

After approval of submittals but prior to installation and start-up of equipment, two (2) paper copies and one (1) digital copy of installation, operating and maintenance instructions shall be furnished to the Owner. Digital operating instructions shall be furnished on one DVD disk in PDF format. These materials shall include complete manufacturer's certified prints of ALL major equipment, giving ALL major dimensions and longitudinal cross section views of important details; COMPLETE AND COMPREHENSIVE instructions for operation and maintenance, including detailed piping arrangements, lubrication schedules, charts, name and address of the manufacturer's representative, parts lists, wiring diagrams, capacity-head-efficiency-horsepower curves, design data, guides for trouble-shooting, and ALL other pertinent texts, diagrams, and illustrations. Hard copies shall be delivered in a standard 8 ½-inch x 11-inch hard-back three-ring binder. Oversized drawings shall be folded as necessary and supplied in pouches included in the three-ring binders.

4. Supervision and Certification of Installation

a. General

The Vendor/Contractor shall include in his price and furnish the services of competent representatives for the purpose of supervising the installation, start-up, and adjustment of the equipment furnished.

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

**THE VENDOR/CONTRACTOR SHALL INCLUDE IN THE QUOTATION A MINIMUM OF 10 MAN-DAYS ON-SITE FACTORY SERVICE DURING 5 MAN-TRIPS TO THE PROJECT SITE FOR INSTALLATION AND STARTUP SERVICES.** This minimum on-site period does not include travel time to and from the project site.

b. Certification

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

5. Material and Services to be Obtained from the Vendor/Contractor

The Vendor/Contractor shall provide all items and services named in this Request for Proposals or so noted on the Purchase Order and such incidental items as may be required for the safe and proper installation and operation of the equipment furnished for the purpose(s) intended.

The materials described in this Request for Proposals shall be shipped to the site by the Vendor/Contractor, and unloaded, stored and installed by the Vendor/Contractor. The Vendor/Contractor shall provide all lubricants, anchor bolts, expansion anchors, assembly fasteners and other miscellaneous items and services required to install the equipment described in this Request for Proposals. **All anchor bolts, expansion anchors, and assembly fasteners shall be STAINLESS STEEL meeting the requirements of ASTM A276, Type 304 or Type 316 and of a size determined by the Vendor/Contractor as necessary to anchor their specific materials, unless otherwise specified.**

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

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

**All prospective Vendors/Contractors shall visit the project site and determine the scope of services required to complete this work and priced scope shall include all services. This shall include removal and reinstallation of the equipment into the building if deemed necessary by the Vendor/Contractor.**

6. Patents

a. General

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

b. License

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

c. Liability

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

7. Evaluation of Proposals

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

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

Where the specifications state "equal to" followed by a brand name or model, a standard of quality is being set. The naming of a brand or model is a matter of convenience to avoid writing a volume. Other brands or equipment under this category may be submitted. The Engineer will consider other products on the basis of materials of construction, weight, function, size (it must fit the space provided), service history and electrical and mechanical characteristics. Substitution requests must be submitted at least ten (10) days before the proposal deadline.



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

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

9. Execution and Coordination of the Work

It is intended that the work required by this proposal be accomplished so as to cause minimum interference with the normal operation of the existing utilities of the Owner. Shutdown of existing facilities shall be carefully coordinated with the Owner and Engineer.

The coordination of work for this project is of the utmost importance since the South Wastewater Treatment Plant (SWWTP) must remain in operation while the work is completed. Only one belt filter press will be allowed to be taken out of operation at a time.

Although every effort will be made to cause the minimum amount of interference with the Vendor/Contractor's work, the interests of the Owner in regard to the existing facilities must always take precedence over the construction work. The Owner's obligation to properly treat its wastewater must be the overriding obligation; therefore, the right is reserved by the Owner to put any facilities that may be shut down for the construction work back into service when an emergency arises.

10. Field Office and Supervision

A field office is not required; however, the Vendor/Contractor shall provide a responsible field superintendent at the project site at all times work is being performed who can be contacted during working hours by cell phone.

11. Permits, Codes, Agreements, and/or Contracts with Private Utilities and Local Governments

The Vendor/Contractor(s) shall make application for, obtain, and pay for all licenses, permits, agreements, or local governments and shall pay all fees and charges in connection therewith at no charge to the Owner. A Henderson County business license is required for all vendors servicing accounts within Henderson County. Information regarding the business license can be obtained by calling the Business License Office at 270-831-1200. Vendor/Contractor(s) will be allowed ten (10) days after award to submit a copy of their

current business license to the Engineer and Owner. Requirements for withholding of County Occupation Tax may also apply.

12. Protection of Roadways On and Off-Site

In the hauling of materials and/or equipment to and from the site of the work, the Vendor/Contractor(s) shall take care to protect county roads, highways and/or city streets. The Vendor/Contractor(s) shall be responsible for repair of highways, roads or streets damaged by his operations (or operations of his subcontractor(s) and shall repair said damage to the original condition. If repair to the original condition is not practical or possible, the Vendor/Contractor(s) shall be responsible for obtaining proper release from the Owner of the damaged facility.

13. Lands, Rights-of-Way and Limits of Work

The Vendor/Contractor(s) shall limit his work and storage areas to that provided by the Owner. Where excess materials are dumped off-site, the Vendor/Contractor(s) shall furnish the Owner written evidence of the property owner's permission.

The Henderson Water Utility owns the South Wastewater Treatment Plant site.

14. Work Hours

Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the proposal, all Work at the site shall be performed during regular working hours and Vendor/Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to Engineer.

15. Final Clean-Up

Before the work is considered as complete, all rubbish and unused material due to or connected with the construction shall be removed and the premises left in a condition satisfactory to the Engineer. Streets, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed or damaged shall be restored to their former condition at the Vendor/Contractor's expense. Final acceptance will be withheld until such work is completed.

16. Odor and Dust Control

The Vendor/Contractor shall use whatever means necessary to prevent dust from traveling outside the immediate area of work. This shall include, but is not limited to, the application of water and or dust suppression chemicals. The Vendor/Contractor shall be responsible

for damage caused to automobiles or private property by dust created from his construction activities.

17. Warranty

The Vendor/Contractor shall warrant all materials and components provided and installed in accordance with this Request for Proposals to be free from defects in materials and workmanship and to meet all specified performance criteria for a period of 24 months after installation and startup, whichever is least. The Vendor/Contractor shall remedy any defects in the materials and components and correct any deficiencies occurring during the warranty period including but not limited to, replacement of defective or non-performing materials and/or components, providing transportation to the project site for replacement materials and components and for removal from the site of defective or non-performing materials and components, providing all labor required to remove defective or non-performing materials and components and to install replacement materials and components, and all factory representative on-site field supervision required to remedy the defect or non-performance.

18. Attachments

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

- Purchase Order form

19. Technical Specifications – Belt Filter Press Equipment

a. Scope

The Vendor/Contractor shall furnish and install all belt filter press equipment at the Henderson South Wastewater Treatment Plant. The belt filter press equipment shall be furnished with all accessories and services necessary for installation including removal of the equipment from the building and re-installation of the equipment if deemed necessary by the Vendor/Contractor.

b. Pre- Approved Equipment Vendors/Contractors

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

Cumberland Mine Service Inc.  
Chuck Garland  
P. O. Box 394  
Cumberland, KY 40823  
Phone (606) 573-7650

M. Bowling, Inc.  
Mark Bowling  
P. O. Box 491  
Henderson, KY 42419  
Phone (270) 826-2803

Custom Mechanical  
Tyler Dawson  
1609 Allens Lane  
Evansville, IN 47710  
Phone (812) 470-0039

PHOENIX Process Equipment Co.  
Ken Perry  
2402 Watterson Trail  
Louisville, KY 40299  
Phone (502) 499-6198  
Fax (812) 867-7476

Other Vendors/Contractors wishing to propose on this project shall submit qualifications to the Henderson Water Utility five (5) business days prior to the proposal deadline.

c. Information Required with Proposal

In addition to the information described in Paragraph 4 hereinbefore, the Vendor/Contractor shall include the following information with the Proposal:

- A schedule of the materials proposed for all principal system components with any applicable ASTM Standards listed
- A detailed schedule of services to be provided including, but not limited to, equipment to be installed, estimated project timeline, and removal of the equipment from the building and re-installation of the equipment if deemed necessary
- A description of all warranty information and services to be supplied
- A proposed payment schedule for equipment and services
- A list of any and all exceptions taken to this Request for Proposals

d. Criteria for the Evaluation of Proposals

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

e. Utilities Provided

Each Vendor/Contractor shall inspect the existing equipment and provide replacement parts which are compatible with the existing electrical system.

f. Sludge Belt Filter Press Equipment

The Owner owns and operates two filter belt presses at the South Wastewater Treatment Plant: 1) Phoenix WX-2.5 Press #0595989 and 2) Phoenix WX-3.0H8 Press # 1104064. The WX-2.5 press is slightly older and shall be renovated to match the new version WX-3.0H8 press. All equipment provided shall be equal to parts by Phoenix Process Equipment Company. The parts/equipment that shall be supplied and installed for the WX-2.5 press includes:

- New rollers with bearings mounted / step-shaft design with mounting hardware
- New tensioning bearings /w hardware
- New tensioning airbags /w hardware
- New upgraded doctor blades, feed box seals -6, spray box seals
- New tracking cylinders & valves / complete with connection hardware
- New spray bars complete / upper & lower
- Replacement plow blades and hardware
- Upgraded tracking valves and components /ceramic design
- New moveable and stationary tracking arms and base assemblies
- New upgraded belt break switches and over travel switches
- New compression zone grids and feedbox grid / upgraded to current design ("C" channel profile) with UR wipers
- New spray bars (upper/ lowers)
- New press spray water manifold assembly
- New safety pull assembly with controls
- Replace all hardware: Bolts, gauges, fittings
- Up-Grade Press Panel internals
- Replace all Air Lines & Fittings on Press
- New drive gearmotor unit
- Chemical Injection System

The parts/equipment that shall be supplied and installed for the WX-3.0H8 press includes:

- Upgrade over travel switches and hardware
- Upgrade tracking to current adjustable design and ceramic items
- Replace current plows and hardware assemblies
- Upgrade seals to current design (-6 setup)
- Upgrade doctor blades and wiper bar to UR design

Wauford 2077  
May 2018

- Upgrade safety pull system on press
- Replace spray bars and seals
- Upgrade / recondition roller faces to bearing Insert
- Rework master panel internals in the area of fittings and hoses
- Chemical Injection System

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# HENDERSON WATER UTILITY

Water • Wastewater • Stormwater

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

## Purchase Order

<b>Ship To</b>
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Henderson Water Utility  
 230 N. Alvasia St.  
 Henderson, KY 42420

<b>Date:</b>	03/22/2017
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<b>Purchase Order:</b>	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
			<b>\$13,069.64</b>

SAMPLE