# INVITATION TO BID

Bid Invitation Number: #42-2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until <u>2:00 PM</u>, prevailing local time on <u>04/3/2012</u>. Bids must be <u>received</u> by the above-mentioned date and time. Mailed bids should be sent to:

Date of Issue: 03/20/2012

Division of Central Purchasing 200 East Main Street, Rm 338 Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 645 West Hickman Plant Road

Bid Security Required: Yes XXX No Performance Bond Required: Yes XXX No Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

QTY	Commodity/Service		
PCT	FRP Weirs and Scum Baffles		
		See specifications	
<i>\\</i>		Check One:  Met Specifications. Exceptions shall tracked to bid proposal submitted.	Proposed Delivery:  days after acceptance of bid.
A CONTRACTOR OF THE PARTY OF TH	Yes The Lexing No purchase go	Procurement Card Usage ton-Fayette Urban County Government woods and services and also to make payment NEFCO INC.	The state of the s
Bid mu	ust be signed: al signature)	Address  City, State & Zip  Signature of Authorized Company Representative's Name (Typed or printed)  Area Code - Phone - Extension	

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

E-Mail Address

## AFFIDAVIT

Comes the Affiant, MICHAEL SCHILL, and after being first duly sworn				
under penalty of perjury as follows:				
1. His/her name is MICHAEL SCHILL and he/she is the individual submitting the bid or is the authorized representative of				
NEFCO INCORPORATED				
the entity submitting the bid (hereinafter referred to as "Bidder").				
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.  3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.  4. Bidder has authorized the Division of Central Purchasing to verify the abovementioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.  5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.  6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."  7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.  Further, Affiant sayeth naught.				
STATE OF FLORIDA				
COUNTY OF PAIN BEACH				
The foregoing instrument was subscribed, sworn to and acknowledged before me				
by Michael Schill on this the 6th day of April 2012.				
of April , 2012.				
My Commission expires: Thouasy 8 2016  ROBERT J. STRACK Commission # EE 131446 Expires January 18, 2016 Bonded Tinu Troy Fain Insurance 800-385-7018				
NOTARY PUBLIC STATE AT LARGE				

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

# I. GREEN PROCUREMENT

#### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to <a href="www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

## Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

#### B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <a href="www.Greenseal.org">www.Greenseal.org</a> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be preapproved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

#### C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes	No

# II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

# "Bid on #42-2012 FRP Weirs and Scum Baffles"

and addressed to:

Division of Central Purchasing 200 East Main Street, Room 338 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

# The Act further provides:

KRS 45.610. Hiring minorities - Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

# KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

# KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

# Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

# III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for 2 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-(1) year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

## B. Price Changes (Space Checked Applies)

- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

#### () 3. Procurement Level Contract

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

# UNIT PRICE CONTRACT FOR FRP WEIRS AND SCUM BAFFLES

#### GENERAL

- The successful bidder will be supplying the following specified FRP weirs and scum baffles (equipment only) on a unit price basis. There is no guarantee on the quantity and/or time schedule for equipment that will be purchased during the duration of the unit price contract.
- 2. The specified equipment will be for clarifiers located at the West Hickman Wastewater Treatment Plant owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
- 3. Manufacturer shall coordinate the weir and scum baffle design and installation requirements with the clarifier mechanism, scum box and launder effluent channel configurations.
- 4. Clarifier(s) Diameter is 115 feet and/or 125 feet.
- 5. This unit price contract shall be in affect for two (2) years from the date of approval. This contract may be extended for two (2) additional one (1) year term(s) based upon the written agreement of the bidder and the LFUCG.

#### **SUBMITTALS**

- 1. Shop Drawings
  - a. Manufacturer's catalog information, descriptive literature, specifications and identification of materials of construction, including resins and glass fiber content and layout of FRP constructions.
  - b. Detailed drawings that show equipment fabrication dimensional layouts, bill of materials, bolt and anchor locations, method of attachment including number, locations and size of fasteners, and shall be based on field measurements by the Contractor to ensure proper installation.
- 2. Quality Control Submittals
  - a. Manufacturer's Certificate of Compliance.
  - b. Special shipping, storage, protection and handling instructions.
  - c. Manufacturer's written/printed installation instructions.
  - d. A list of three installations of comparable size in operation for at least three years.

e. Certified test reports of the physical and mechanical properties of the product. Each panel shall have the following minimum physical properties:

Property	Test	Minimum Value	Specification Compliant		
			Yes	No	
Tensile Strength	ASTM D-638	14,000 psì		~~~~	
Flexural Strength	ASTM D-790	25,000 psi			
Flexural Modulus	ASTM D-790	1.0 x 10^6 psi			
Barcol Hardness	ASTM D-2853	40			
Water Absorption	ASTM D-570	0.2%			

- 3. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all limitations of the warranty.
- 4. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.

## **SPECIFICATIONS**

 Except for bolts and hardware specified herein, the weirs, scum baffles and supports shall be polyester plastic resin, reinforced with glass fiber.

Speci	Specification			
Com	Compliant			
Yes	No			

 All weir plates, weir washers, weir splice plates, scum baffle panels, scum baffle splice plates and baffle support brackets shall be fiberglass reinforced plastic molded to produce uniform smooth surfaces.



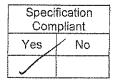
3. The surface shall be resin rich, free of voids and porosity, without dry spots, crazes or unreinforced areas and shall provide for increased corrosion resistance and UV protection.

4.	The weirs and scum baffles shall be green in color.		fication ipliant
		Yes	No
5.	The weir plates, splice plates and weir washers shall be ¼" thick		fication pliant
	plastic laminate	Yes	No
		,	
6.	Weir plates shall not exceed 12' in length unless otherwise noted.		fication pliant
		Yes	- No
7.	The specific dimensions of the weirs and scum baffles shall be	Coosi	Competence
	as shown on the drawings.	Specification Compliant	
		Yes/	No
			······································
8.	Oversized mounting holes in the weir plates shall be provided		fication
	for vertical and horizontal alignment of at least 2" with 5"		pliant
	diameter FRP weir washers to cover the holes.	Yes	No
		<u> </u>	
			T
9.	The weirs shall be mounted with ½" x 4-1/4" stainless steel		ication pliant
	expansion anchors 2' on center.	Yes	No
		/	
			· / ·
10	Cut ends of non-standard lengths shall be sealed with resin.		ication pliant
		Yes	No
11.	Scum baffle panels and splice panels shall be ¼" thick plastic laminate.		ication oliant

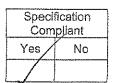
12.	The	e scum	baffle	panels	shall	be 12'	' high	and	shall	not	exce	eď
	12'	in leng	gth unle	ess oth	erwise	noted	⅓.					

Specification Compliant		
Yes	No	

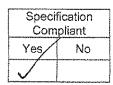
13. Scum baffle splice plates shall be 6" x 12"



14. The scum baffle brackets shall be  $6" \times 6" \times 3/8"$  FRP Angle with slotted holes to provide horizontal, vertical and radial adjustment of the baffle.



15. The brackets shall be installed on 4' centers.



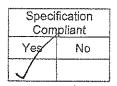
16. Fastening holes in the scum baffle panel shall be countersunk to accommodate flat head fasteners.

Specification Compliant		
Yes/	No	

17. Cut ends of non-standard lengths shall be sealed with resin.

Specification Compliant		
Yes	No	

18. Expansion anchors, nuts, bolts, washers and other hardware shall be Type 304 stainless steel.



19. Manufacturer shall warrant the weirs and scum baffles to be free of defects in materials and workmanship for a period of one year after the date of Substantial Completion.

Specification			
Comp	liant		
Yes	No		
/			

20. The weirs and scum baffles specified in this section shall be the products of or equal to the products of:

Specification				
Compliant				
Yes	No			
-				

NEFCO , Inc. 4362 North Lake Blvd. Palm Beach Gardens, FL 33410

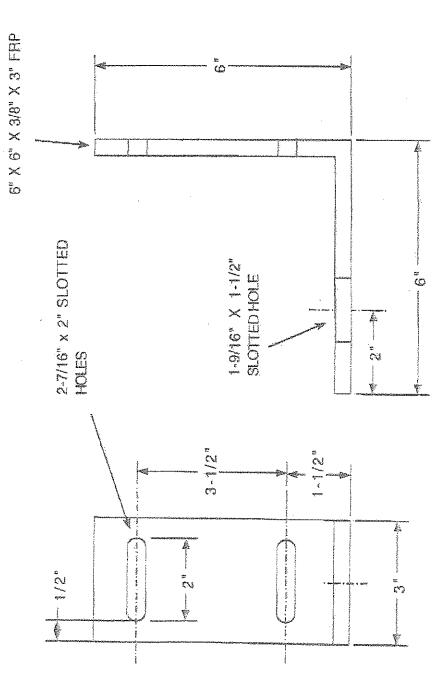
Please write in the unit price per item below:

Equipment Unit Price Bid	Manufacturer/Model One model type per specification	Unit Price		
		115'	125'	
		Diameter	Diameter	
FRP weirs and related equipment as specified				
FRP weir panels (per drawing)	NEFCO	398500	4330.00	
FRP weir splice plates (per drawing)	NEFCO !	170.00	180.00	
FRP scum baffles and related equipment as specified				
FRP scum baffle panels 1'-6" X 11'-5 1/8"	NEFCO	\$5640.0°	6130.00	
FRP Scum baffle splice plates 1'-6" X 6"	NEFLO	t 240,00	560'	

Equipment Unit Price	Manufacturer/Model One model type per specification	Unit Price	
Bid Bid		115'	125'
		Diameter	Diameter
FRP Lower scum baffle brackets (per drawing)	NEFCO	2130.00	X340.00
FRP Upper scum baffle brackets 6" X 6" X 3/8" X 3"	NEFLO	A 910.00	
316 Stainless Steel 3/8" X 1-1/2" FHMB, nut, washer	NEFCO	\$ 520.00	4565.00
316 Stainless Steel ½" X 1-3/4" HHMB, nut, lock washer	NEFCO	\$ 340.°°	*370.00
316 Stainless Steel ½" X 5-1/2" Expansion Anchor, nut, washer	NEFCO	1950.00	
5" Diameter weir washer	NEFCO	#960. at	1000.00
Comments:			
		The state of the s	

# SPECIAL INSTRUCTIONS TO BIDDER:

- For specification questions contact Tiffany Rank, Division of Water Quality, @ 859-425-2406.
- For bidding questions contact Betty Landrum, Division of Central Purchasing, @ 859-258-3329.



6" X 6" FRP UPPER SCUM BAFFLE BRACKET
REVISED REMOVER DATABLE

