

Invitation to Bid
Clarifier Rake Repair Project

For

Fort Knox Wastewater Treatment Plant



Prepared by:

Hardin County Water District No. 1
1400 Rogersville Road
Radcliff, KY 40160
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www.HCWD.com

July 2022

INVITATION TO BID
Clarifier Rake Repair
Hardin County Water District No. 1

Sealed bids will be received by the **Hardin County Water District No. 1 (“DISTRICT”)**, at **the James S. Bruce Service Center, 1400 Rogersville Road, Radcliff, Kentucky 40160** until August 1, 2022 at 2:00 pm (Eastern Time), for the project named Clarifier Rake Repair Project *at* Ft. Knox, KY. The work shall generally consist of the installation of items to be replaced in the Clarifier Rake, and related equipment to meet existing service demands and work with existing equipment and systems at the Fort Knox Wastewater Treatment Plant, Fort Knox, Kentucky.

A MANDATORY pre-Bid conference will be held at 2:00 p.m. (Eastern Time) , July 18, 2022 at the Fort Knox Wastewater Treatment Plant, (Bldg. 7207), 96 Sewer Plant Road, Ft. Knox, KY.

Contract documents shall be available at the Harding County Water District 1 website, www.HCWD.com.

All bids must be in a sealed envelope and clearly marked **“Clarifier Rake Repair Project.”** The DISTRICT reserves the right to reject any or all bids and to waive any formalities. The DISTRICT invites any qualified Bidder to submit a bid and does not discriminate on the basis of race, creed, color, sex or national origin. Small Businesses or sub-categories of small businesses are encouraged to submit a bid. For any additional information regarding this project please contact Mr. Daniel Clifford at 270-351-3222 ext. 2161 or by email at dclifford@hcwd.com.

REQUEST FOR BIDS

Clarifier Rake Repair

Instructions to Bidders

1. **INTRODUCTION:** The Hardin County Water District No. 1 (“District”) invites qualified contractors and vendors to submit bids for a project to provide a repairs to the Clarifier Rake and related equipment to meet existing service demands and work with existing equipment and systems at the Fort Knox Wastewater Treatment Plant, Fort Knox, Kentucky.
2. **GENERAL:** This project is being bid using performance specifications. This means that in place of detailed technical specifications, pre-determining work required, materials, features and name brand or pre-determined equipment, abbreviated requirements or actual performance of the completed work is provided. Some specific needs are also included, which would require bidder to build to or provide those specific items. However, each bidder will be required to gather field information, measurements, review existing electric loads, inspect existing sites and provide an amount of design necessary in order to provide a bid.

Each bid must assume this is a turn-key project, meaning that the contractor will need to provide all labor, materials, equipment, documentation, drawings and diagrams, construction, training and all other items necessary to provide a complete, operable installation that meets the performance specifications.

3. **REQUIRED BID SUBMITTAL INFORMATION:** Each bid must include the following items and documentation;
 - a. Completed bid form
 - b. Completed bid certification form
 - c. Small Business Status Reporting Form
 - d. List of three references (within last 36 months, similar projects)
 - e. Project work plan, estimated schedule, key milestone days from contract award date
 - f. List of proposed major equipment and sub-contractors
4. **EQUIPMENT TO BE INSTALLED**
 - a. MK 23-A - CLEVIS ROD ASSEMBLY - ZINC PLATE - CONSISTING OF:
QTY 1 – MK 23-1 – CLEVIS ROD W/NUT
QTY 1 – MK 23-2 – CLEVIS NUT – R.H.
QTY 1 – MK 23-3 – CLEVIS NUT – L.H.
QTY 2 – MK 23-4 – CLEVIS PIN
QTY 4 – MK 23-5 – COTTER PIN
 - b. MK 24-1 - TRUSS ARM ASSEMBLY - CONSISTING OF:
QTY 1 — MK 24-1 – TRUSS ARM - (SCUM DEFLECTOR PRIME PAINTED
QTY 1 — MK 24-3 – FLIGHT – PRIME PAINTED
QTY 11 – MK 24-4 – FLIGHT – PRIME PAINTED
QTY 1 — MK 24-5 – FLIGHT – PRIME PAINTED
QTY 1 — MK 24-7 – SQUEEGEE - BRASS
QTY 11 – MK 24-8 – SQUEEGEE - BRASS

QTY 1 — MK 24-9 – SQUEEGEE – BRASS
QTY 1 — LOT FASTENERS

c. MK 30-A - SCUM DEFLECTOR ASSEMBLY –
CONSISTING OF:

QTY 1 – MK 30-1 – SCUM DEFLECTOR – (OUTER) – PRIME PAINTED
QTY 1 – MK 30-2 – SCUM DEFLECTOR – (INNER) – PRIME PAINTED
QTY 1 – MK 30-3 – SCUM DEFLECTOR SPLICE BAR – PRIME PAINTED
QTY 1 – MK 30-5 – SKIMMER SUPPORT – PRIME PAINTED
QTY 1 – MK 30-10 – SUPPORT BRACKET – PRIME PAINTED
QTY 1 – MK 30-11 – DEFLECTOR SUPPORT – PRIME PAINTED
QTY 1 – MK 30-15 – DEFLECTOR SUPPORT – PRIME PAINTED
QTY 1 – MK 30-16 – DEFLECTOR SUPPORT – PRIME PAINTED
QTY 1 – MK 30-17 – SCUM DEFLECTOR WIPER – NEOP
QTY 1 – LOT FASTENERS

5. MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting will be held on July 18, 2022 at 2:00 pm (EST) at the Fort Knox Wastewater Treatment Plant, Fort Knox, Kentucky. The meeting will be to answer questions, given the opportunity to inspect the existing Clarifier Rake Repair in order to finalize scope of work.

Attendees must bring current photo id or driver's license to enter Fort Knox. Bids from vendors who did not attend this meeting may have their bids rejected without consideration.

6. Any inquiries concerning the technical components of the project, or to arrange a visit, should be directed to:

Mr. Daniel Clifford
Engineering Manager
Phone: 270-351-3222 ex 2161
Email: dclifford@hcwd.com

7. AWARD OF CONTRACT: In evaluating the bids, the DISTRICT may consider: A) The value of proposed bid price for equipment and services received, B) Whether or not Bids comply with prescribed requirements, C) Results of investigation of references and previous experience, and D) The completeness and clarity of the work plan. Final award of contract shall be subject to the DISTRICT's Board of Commissioners after review of bids and recommendation at a Board Meeting.
8. BID PRICE: Bidders must prepare their bids with the understanding that their bid prices shall be firm and hold for up to thirty (30) days after bids are submitted. The DISTRICT intends to review all bids, make decision on selecting vendor, and issue a Notice to Proceed within this period.
9. SIGNING OF AGREEMENT: Upon selection of the successful bidder, the DISTRICT will present a CONTRACT (agreement) for the CONTRACTOR to sign. Said agreement will set forth the required design services, the payment process, the insurance requirements and other terms not set forth herein. Once the agreement is signed, the CONTRACTOR will be issued a NOTICE TO PROCEED at which time the contract term period will begin.

10. FEES & PERMITS: The successful bidder will be responsible to obtain any required permits or business license fees and said costs shall be included in his/her bid price.
11. WARRANTY: All materials and workmanship shall be guaranteed for a period of one (1) year after initial date of installation and acceptance after start-up testing, unless manufacturer warranty is longer period.
12. LIABILITY INSURANCE: Insurance Requirements: Policies described in this section shall be for the mutual and joint benefit and protection of the CONTRACTOR and the DISTRICT. All required policies shall be primary policies not contributing to, or in excess of, policies which the DISTRICT may already carry.
 - a. Insurance required shall be with companies qualified to do business in the State of Kentucky with a general policyholder's financial rating of not less than A- as set forth in the most current edition of "Best's Insurance Reports". Deductible amounts as the CONTRACTOR may deem to be reasonable for the project, but in no event greater than \$25,000.
 - b. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the DISTRICT. The CONTRACTOR shall not do nor permit to be done anything which shall invalidate the insurance policies referred to in this section. If any insurance policies referred to in this contract are cancelled or terminated for any reason, the DISTRICT, at its own discretion, may terminate this Agreement effective immediately.
 - c. Indemnity. The CONTRACTOR agrees to indemnify and save the DISTRICT harmless from and against all claims, demands, liability, damages, suits, actions or causes of action of every kind and nature, which may be brought or asserted against the DISTRICT arising out of negligent acts, errors or omissions of the CONTRACTOR or the CONTRACTOR's sub-CONTRACTORS in the performance of this agreement. The limits of insurance set forth above shall not limit the liability of the CONTRACTOR hereunder.
 - d. The CONTRACTOR will be required to provide LIABILITY INSURANCE as listed herein. A copy of the Insurance Binder, Certificate of Liability Insurance, Endorsements for Additional Insured, or other proof of required insurance must be made available to the DISTRICT at the time of execution of the contract. The minimum required coverage will be:
 - i. The CONTRACTOR shall procure and keep in force during the duration of this contract a policy of Professional Liability insurance including errors and omissions in addition to insurance to protect themselves from claims under Worker's Compensation Acts, for claims for damages because of bodily injury, including death, to their employees, and for other liability normally covered by such insurance and shall furnish evidence of such insurance to the DISTRICT.
 - ii. The policy must include completed operations insurance. The policy must remain in place for 12 months after the OWNER has accepted the work of the CONTRACTOR. The limits of said insurance shall not however, limit the liability of the CONTRACTOR hereunder.

iii. Limits of Commercial General Liability shall be, at minimum, as follows:

| | | |
|-----|---|-------------|
| (1) | Each Occurrence | \$2,000,000 |
| (2) | Damage to Rented Premises (Ea occurrence) | \$100,000 |
| (3) | Medical Expense (any one person) | \$5,000 |
| (4) | Personal and Adv Injury | \$2,000,000 |
| (5) | General Aggregate | \$2,000,000 |
| (6) | Products – Comp/OP Agg | \$2,000,000 |

iv. Limits of Automobile Liability (for Any Auto), shall be, at a minimum, as follows:

| | | |
|-----|-------------------------------------|-------------|
| (1) | Combined Single Limit (Ea accident) | \$1,000,000 |
| (2) | Underinsured motorist | \$100,000 |
| (3) | Uninsured motorist combined | \$100,000 |

v. Umbrella Liability

| | | |
|-----|-----------------|-------------|
| (1) | Each Occurrence | \$2,000,000 |
| (2) | Aggregate | \$2,000,000 |

vi. Worker's Compensation and Employee Liability

| | | |
|-----|-------------------------------|---------------------------|
| (1) | Worker's Compensation | based on statutory limits |
| (2) | E. L. each accident | \$1,000,000 |
| (3) | E. L. disease – each employee | \$1,000,000 |
| (4) | E. L. disease – policy limit | \$1,000,000 |

vii. Additional Insured Endorsement. Contractor shall provide an additional insured endorsement, listing the OWNER on form CG 20 26 07 04.

13. **PAYMENT:** Payment shall be made upon statement(s) presented by Contractor, no later than the fifth (15th) of each month for labor or design completed, for only work and pricing agreed to in the bid documents and signed agreement. The DISTRICT shall have up to thirty (30) days to remit payment after date of each payment request.

14. **PROJECT PHASE / COMPLETION PROCESS:** The DISTRICT plans to use the following process to complete all phases of this project. All of the following items must be completed and all documentation provided before final payment will be made.

- a. Pre-bid meeting, tours provided, questions answered
- b. Addendum issued (if necessary)
- c. Bidding, receipt and review of bids
- d. Bid award, contract signing
- e. Contractor completes initial design, materials list
- f. DISTRICT and its engineer review initial design, materials list, provide comments
- g. Contractor revises documents as needed
- h. DISTRICT reviews, approves final design, materials
- i. Contractor orders all materials
- j. Contractor installs all items
- k. Contractor schedules start-up testing, connection at all sites

- l. DISTRICT engineer attends start-up, issues approval & certification of compliance with all design and construction
- m. Contractor provides training to HCWD1 personnel, delivers O&M manuals and documentation
- n. Contractor completes final site restoration
- o. DISTRICT makes final payment after punch list items completed (no more than 5% of total bid amount)

SEALED BID FORM

Clarifier Rake Repair

INSTRUCTIONS: Fill in the bid amount for each project. Bids must be placed in a SEALED ENVELOPE and turned in to Mr. Daniel Clifford at the District’s main office NO LATER THAN 2:00 p.m. (Eastern Time) on August 1, 2022 and clearly marked “Clarifier Rake Repair”.

| Item | BID AMOUNT |
|--|------------|
| 1. Delivery and Installation of Clarifier Rake Repair Items, and related equipment to meet existing service demands and work with existing equipment and systems | |

TOTAL OF BID IN WRITING:

The total amount of the bid shall be

_____dollars and _____cents.

NOTE: Bid prices shall include all materials, labor, design and other requirements of specifications. Bidder is assumed to have had all questioned answered, read and understands bid documents and any addenda, prior to submitting their bid.

Name of Bidder _____

Signature _____
(Person authorized to submit bids on behalf of company)

Address _____

Phone Number & email address: _____
(By signing above, bidder acknowledges that he/she has read and has agreed to all bid terms.)

BID CERTIFICATION & SUBMITTAL FORM

By signing below, the undersigned does hereby agree and certify the following terms, understanding and commitments;

1. The bidder, including officers, partners or principals, have thoroughly read and understand all sections of the Request for Bids and that any exceptions or variances requested have been submitted with their bid, all questions have been asked and answered and that the fee(s) submitted with the bid include all required items, services and product.
2. That all information and answers are correct for all parties to the best of their knowledge, and that should any information be found to be materially incorrect or false, the District may terminate any contract or agreement with the parties.
3. By submitting a bid, the Proposer agrees to release the District from any liability resulting from the District's disclosure of such materials and the information contained in them.
4. By submitting a bid, the Proposer also agrees to defend any legal or administrative action seeking release of materials the Proposer believes to be trade secret information and will indemnify and hold harmless the District, its agents and employees from any judgments or damages awarded against any of them in favor of any party requesting the materials, including any costs connected to that defense. If a request is made under Kentucky Statutes for release of any materials submitted by a bidder that the bidder deems to be trade secret information, the District will notify the bidder of such a request, but the District will have no obligation to commence or defend any action to prevent the disclosure of any materials, including materials the bidder believes to be trade secret information or otherwise confidential.
5. That no member of the bidders company, its employees, principals or partners have not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District employee or Commissioner in connection with this bid and offer.
6. That the undersigned have the authority and approval to submit this bid and bind their corporation or organization to the terms required in the Request for Bid and if selected for further consideration will in good faith negotiate with the District to provide additional pricing or cost information, and to enter into an agreement for completion of this transaction and purchase.

Bidder Certification:

Signature

Printed Name & Title

Name of Corporation / Company

Witness Signature

Date of Bid: _____

Hardin County Water District No. 1

Small Business Reporting Form

The Federal Acquisition Regulation, Part 19, requires Hardin County Water District No. 1 (“the District”) to make reports on the value of subcontracts (this includes purchase orders) that are issued to the various companies providing services and supplies to the District in support of government contracts. For the most part the business size is a self-certifying issue that places the responsibility of the size/status declaration on the company that is making the certification. The SBA must certify companies claiming to be operating in a Historically Underutilized Business Zone (HUBZone).

Please complete the below self-certification and return it to the District with your bid documents.

Company Name: _____

Address: _____

City, State and Zip code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Business Size: _____ Small Business
_____ Small Disadvantaged Business
_____ HUBZone Small Business
_____ Woman Owned Small Business
_____ Veteran Owned Small Business
_____ Service-Disabled Veteran Owned Small Business
_____ Large Business
_____ Other: Specify _____

Company primary North America Industry Classification System (NAICS) code: _____

Number of Employees: _____

You may wish to review the definitions for the above categories in the Federal Acquisition Regulation, Part 19.7 or Part 52, Paragraph 52.219-8. If you have difficulty ascertaining your size, status, primary NAICS code you may call the Small Business Administration at 1-800-U-ASK-SBA or refer to SBA’s website at www.sba.gov.

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

Signature and Title

Date

The self-certification is good for a one-year period. It is your responsibility to notify us of any size or ownership status changes during this period. After one year, recertification is required.