

EASTERN KENTUCKY UNIVERSITY
DIVISION OF PURCHASES & STORES
RICHMOND, KENTUCKY

Coates Building Cooling Tower
EKU-11-17

DATE: 06/15/16

ADDENDUM NO: One (1)

PLEASE NOTE THE FOLLOWING:

Please use below bid template for this quotation. Previously released bid template was missing information and language.

Offeror must acknowledge receipt of this and any addenda either with bid, via email to james.sizemore@eku.edu, or by separate letter. Acknowledgement must be received in the Office of the Division of Purchases, Commonwealth Bldg., 14th Floor, Room 1411 Richmond, KY not later than June 24th, 2016, 2:00 PM (ET). If by separate letter, the following information must be placed in the lower left hand corner of the envelope.

BID NUMBER: RFP-11-17

DUE DATE: June 24th, 2016

DUE TIME: 2:00 PM (ET)

Receipt Acknowledged

(Firm Name)

(Signature)

EASTERN KENTUCKY UNIVERSITY DIVISION OF PURCHASES REQUEST FOR BID		DATE: 06/15/16	COMMODITY/ PURCHASING Coates Building Cooling Tower
ATTENTION: This is Not an Order. Read All Instructions, Terms, And Conditions Carefully.		INVITATION NO. EKU 11-17	NAME OF BUYER James Sizemore PHONE (859) 622-7126
IMPORTANT: Sealed Bids Must be Received By		BID OPENING DATE June 24th, 2016	TIME LOCATION 2:00 PM ET Commonwealth 14th Floor, Room #1411
VENDOR NAME AND ADDRESS		RETURN ORIGINAL COPY OF BID TO:	DIVISION OF PURCHASES EASTERN KENTUCKY UNIVERSITY COMMONWEALTH BUILDING, 14th FLOOR, ROOM 1411 521 LANCASTER AVENUE RICHMOND, KENTUCKY 40475

- Sealed Bids for furnishing the following will be received by the Division of Purchase, **Eastern Kentucky University**, Jones Building, Richmond, Kentucky until the date and time stated above.
- Please quote your single best net price on each item, unless a discount form list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the agency receiving building.
- Bids must be firm. Those containing escalator clauses cannot be accepted. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown.

SEE PAGE 2 FOR ANY SPECIAL CONDITIONS

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- That the attached bid or bids covering Invitation No. EKU 11-17 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of actions, with, any other contractor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or Competitions;
- That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- That the bidder is legally entitled to enter into the contracts with Eastern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provision of KRS 45A.330 through KRS 45A.340 and KRS 164.390, and
- That I have fully informed myself regarding the accuracy of the statements made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

NOTICE

- Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
- Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a Class D felony and shall be punished by a fine not less than five thousand dollars, nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Offeror by signing and submitting a proposal agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of the KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of the statutes must be provided to the University by the successful Offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

SMOKE FREE ZONE POLICY

The Offeror, by signing and submitting a Proposal, agrees to comply with the University's Smoke Free Zone Policy.

See: www.hr.eku.edu/Policy%20and%20Procedures/Smoke-free_zone_policy.pdf

SUSTAINABILITY POLICY

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

IMPORTANT: SIGN BELOW

<p style="text-align: center;">PARKING PERMITS FOR BID OPENING DAY</p> <p>Temporary parking permits are available from EKU Parking & Transportation Svc., Mattox Hall, 521 Lancaster Avenue, Richmond, KY 40475, 859-622-1063</p> <p style="text-align: center;">PAYMENT TERMS</p> <p>We submit the prices and agree to make delivery within _____ days after receipt of order. This offer is for _____ Calendar days from the date this bid is opened.</p> <p>In submitting this bid, it is expressly agreed that, upon proper acceptance by the Division of Purchases of any or all items bid above, an order shall thereby be created with respect to the items accepted.</p>	<p>SIGNED BY _____</p> <p>FIRM _____</p> <p>ADDRESS _____</p> <p>CITY, STATE, ZIP _____</p> <p>A/C PHONE NO. _____</p> <p>A/C FAX NO. _____</p> <p>DATE _____</p>
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SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS:

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised. And Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

2. PREPARATION OF OFFERS:

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print, or type his name, Firm, Address, Telephone Number, and Date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. 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 will be presumed to be correct.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

3. EXPLANATION OF OFFERORS:

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:

Receipt of an amendment to a solicitation by an offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. 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 hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified at no expense. If not destroyed by the testing, samples will be returned at Offeror's request and expense, unless otherwise specified by the solicitation.

CAUTION - LATE OFFERS See the paragraph of this solicitation entitled "LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS"

6. FAILURE TO SUBMIT OFFER:

If no offer is to be submitted, return the solicitation unless otherwise specified. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. MODIFICATION OR WITHDRAWAL OF OFFERS:

If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided 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 OR WITHDRAWALS:

Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

9. AWARD OF CONTRACT:

(a) The contract will be awarded to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the state price and other factors considered.

(b) The state reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

10. KENTUCKY SALES/USE TAX:

Sales of tangible personal property or services to the State of Kentucky and its Constitutional Agencies are not subject to state sales or use taxes.

11. COMPLIANCE - STATE LAWS:

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed under state laws. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the **STATE OF KENTUCKY**.

12. CONTRACT CHANGES:

During the period of contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the Director of the Division of Purchases.

Should the Contractor find at any time that existing conditions make modification in requirements necessary he shall promptly report such matter to the Director of the Division of Purchases for consideration and decision.

13. SELLER'S INVOICES:

Invoices shall be prepared and submitted in triplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

14. ORDER OF PRECEDENCE:

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Special Conditions: (b) Solicitation Instructions and Conditions: (c) General Provisions: (d) other provisions of the contract, whether incorporated by reference or otherwise and (e) the specifications.

NOTE - Offers must set forth full, accurate, and complete information as required by the solicitation. Offers that contain a bidder's own special terms conditions in conflict with this solicitation and/or state statutes and regulations may be rejected.

SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS

PURSUANT TO KRS 45A.110 AND KRS 45A.115, AS AMENDED, A DETERMINATION OF RESPONSIBILITY OF A BIDDER OR OFFEROR CANNOT BE MADE UNTIL THE BIDDER OR OFFEROR PROVIDES A SWORN STATEMENT THAT HE HAS NOT KNOWINGLY VIOLATED ANY PROVISION OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH AND THAT THE AWARD OF A CONTRACT TO A BIDDER OR OFFEROR WILL NOT VIOLATE ANY PROVISION OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH. TO COMPLY WITH THESE STATUTES THE SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS INCLUDED WITH THIS INVITATION FOR BID SHOULD BE SIGNED AND RETURNED WITH YOUR BID. THESE STATUTES CURRENTLY READ AS FOLLOWS:

KRS 45A.110:

- (1) A written determination of responsibility of a bidder or offeror shall be made and it shall be made in accordance with administrative regulations promulgated by the secretary of Finance and Administration Cabinet. A reasonable inquiry to determine the responsibility of a bidder or offeror may be conducted. The failure of a bidder or offeror to promptly supply information in connection with such an inquiry may be grounds for a determination of non responsibility with respect to such a bidder or offeror.
- (2) A written determination of responsibility of a bidder or offeror shall not be made until the bidder or offeror provides the Secretary of the Finance and Administration Cabinet with his sworn statement made under penalty of perjury that he has not knowingly violated any provisions of the campaign finance laws of the Commonwealth and that the award of a contract to a bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- (3) Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the Division of State Purchasing or the purchasing agency administering the contract without prior written consent of the bidder or offeror.

KRS 45A.115:

Eastern Kentucky University at this time does not prequalify suppliers. Refer to KRS 45A.115 for qualification requirements for bid opportunities with the Finance and Administration Cabinet.

Reciprocal Preference to be given by Public Agencies to Resident Bidders

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a non-resident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit (Attachment B) affirming that it meets the criteria as set for in the above referenced statute.

Disbarment

Vendor's signature on this solicitation response certifies that the vendor, and where applicable subcontract vendor, or any other person performing service under this agreement (a) is not now nor have ever been excluded, suspended, disbarred or otherwise deemed ineligible to participate in governmental procurement or other programs (b) and if disbarred, suspended or excluded during the life of the contract, the vendor will notify the University buyer of record within seventy two(72) hours of the vendor becoming aware of the governmental ineligibility.

Item	Specification/Description	UOM	Unit Price	Total Price
1	Replacement Cooling Tower for Coates Building, per Provided Specifications Below.	EA		
2		EA		
3		EA		
4		EA		
5		EA		
6		EA		

Bid Notes / Additional Specifications:

No additional specifications.

Send bid questions to james.sizemore@eku.edu .

TOTAL	
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FOB DESTINATION

Coates Cooling Tower Replacement Specification

- **General:** Furnish and install 1 factory-assembled, induced draft, crossflow cooling tower(s) with vertical air discharge and single air intake conforming in all aspects to the specifications, schedules and as shown on the plans. Overall dimensions shall not exceed approximately 14 ft (mm) long x 14 ft (mm) wide x 14 ft (mm) high. The total connected fan horsepower shall not exceed 15 HP (kW). The cooling tower(s) shall be Baltimore Aircoil Company Model S15E-1212-07JN or equivalent.
- **Thermal Capacity:** The cooling tower(s) shall be warranted by the manufacturer to cool 575 USGPM (l/s) of water from 97 °F(°C) to 82 °F(°C) at 75 °F(°C) entering wet bulb temperature. Additionally, the thermal performance shall be certified by the Cooling Technology Institute in accordance with CTI Certification Standard STD-201. Lacking such certification, a field acceptance test shall be conducted by the Cooling Technology Institute or other qualified independent third party testing agency within the warranty period in accordance with CTI Acceptance Test Code ATC-105. Manufacturer's performance guarantees or performance bonds without CTI Certification or independent field thermal performance test shall not be accepted.
- **Energy Efficiency Requirements:** The cooling tower(s) shall comply with the energy efficiency requirements of ASHRAE Standard 90.1-2013.
- **Quality Assurance:** The cooling tower manufacturer shall have a Management System certified by an accredited registrar as complying with the requirements of ISO- 9001:2000 to ensure a consistent quality of products and services.
- **Warranty:** Unless otherwise noted, the manufacturer's standard equipment warranty shall be for a period of not less than one year from date of startup or eighteen months from date of shipment, whichever occurs first. In addition, the manufacturer shall warrant the rotating mechanical equipment, including fans, fan motors, fan shafts, bearings, sheaves and associated supports for not less than five (5) years from date of shipment.
- **Type 304 Stainless Steel Construction:** All steel panels and structural members, including the casing panels, hot and cold water basins, distribution covers, fan deck and fan cylinder shall be constructed of Type 304 stainless steel and assembled with Type 304 stainless steel nut and bolt fasteners. All factory seams in the cold water basin shall be welded to ensure watertight assembly and shall be warranted against leaks for five (5) years from date of shipment.
- **Cold Water Basin:** The cold water basin shall be constructed of heavy-gauge Type 304 stainless steel panels and structural members. All factory seams shall be welded to ensure watertight construction and welded seams shall be warranted against leaks for a period of five (5) years from date of shipment. Type 301 or Series 300 Stainless steel basins with bolted seams are not acceptable. Basin shall include a depressed section with drain/clean-out connection. The basin area under the fill shall be sloped toward the depressed section to facilitate cleaning. Standard basin accessories shall include a corrosion resistant make-up valve with large diameter plastic float for easy adjustment of the operating water level.

- **Water Distribution System:** The distribution system shall be furnished with a single water inlet. The hot water distribution basin shall be open and gravity fed for easy cleaning, and constructed of Type 304 stainless steel. The basins must be accessible from outside the unit and serviceable during tower operation. Basin weirs and plastic metering devices shall be provided to assure the even distribution of water over the fill. Weir dams shall accommodate a flow range of 50% to 100% of the design flow rate. Gravity flow nozzles shall be snap-in type for easy removal. Lift-off distribution covers shall be constructed of heavy-gauge Type 304 stainless steel and designed to withstand 60 psf live load. Should pressurized nozzles be used, they shall utilize grommets, which ensure easy removal.
- **Fans:** Fans shall be 2 – 7.5 HP, 208-230 3 Phase single speed, both sized for full speed and load shall be provided stand-by protection from drive or motor failure. Fans shall be axial flow selected to provide optimum cooling tower thermal performance with minimal sound levels. Air shall discharge through a fan cylinder designed for streamlined air entry and minimum tip clearance for maximum fan efficiency. The top of the fan cylinder shall be equipped with a conical, non-sagging removable fan guard.
- **Bearings:** Fan(s) and shaft(s) shall be supported by heavy-duty, self-aligning, grease packed ball bearings with moisture proof seals and integral slinger collars, designed for a minimum L10 life of 150,000 hours (500,000 Hr. Avg. Life).
- **Fan Drive:** The fans shall be driven by a one-piece, multi-groove, solid back V-type powerband with taper lock sheaves designed for 150% of the motor nameplate horsepower. The powerband shall be constructed of neoprene reinforced polyester cord and be specifically designed for cooling tower service. Each drive shall be driven independently for redundancy and capacity control as standard.
- **Sheaves:** Fan and motor sheave(s) shall be fabricated from corrosion-resistant materials to minimize maintenance and ensure maximum drive and powerband operating life.
- **Fan Motor:** Fan motors shall be totally enclosed air over (TEAO), reversible, squirrel cage, ball bearing type designed specifically for cooling tower service. The motor shall be furnished with special moisture protection on winding, shafts, and bearings and appropriately labeled for “cooling tower duty.” Fan motors shall be inverter duty type designed per NEMA Standard MG1, Section IV Part 31.
- **Mechanical Equipment Warranty:** The fans, fan shafts, bearings, mechanical equipment support, and fan motor shall be warranted against defects in materials and workmanship for a period of five (5) years from date of shipment.
- **Fill and Drift Eliminators:** The fill and integral drift eliminators shall be formed from self-extinguishing (per ASTM- 568) polyvinyl chloride (PVC) having a flame spread rating of 5 per ASTM E84 and shall be impervious to rot, decay, fungus and biological attack. The fill shall be suitable for entering water temperatures up to and including 120° F (48.9° C). The fill shall be manufactured, tested and rated by the cooling tower manufacturer and shall be elevated above the cold water basin to facilitate cleaning.

- **Combined Inlet Shields,** The combined inlet shields shall be UV resistant PVC, installed on the air inlet face to minimize air resistance, prevent water splash out, and minimize sunlight exposure to reduce the potential for algae growth in the cold water basin.
- **Plenum Access:** Hinged access doors shall be provided on either side of the tower for access into plenum section.
- **Basin Water Level Control:** The cooling tower manufacturer shall provide an electric water level control (EWLC) system. The system shall consist of water level sensing and control units in quantities and locations as indicated on the drawings. Each water level sensing and control unit shall consist of the following: NEMA 4 enclosure with gasketed access cover; solid state controls including all necessary relays and contacts to achieve the specified sequence of operation; stainless steel water level sensing electrodes with brass holder; Schedule 40 PVC standpipe assembly with vent holes, and all necessary stainless steel mounting hardware. Provide PVC union directly below the control enclosure to facilitate the removal and access of electrodes and control enclosure.

The number and position of water level sensing electrodes shall be provided to sense the following: high water level, low water level, high water alarm level, low water alarm, and heater safety cutout.

- **Vibration Cutout Switch:** Provide electronic remote reset vibration switch with contact for BAS monitoring. Wiring shall be by the installing contractor. The electronic vibration cut out switch shall be set to trip at a point so as not to cause damage to the cooling tower. The trip point will be 0.45 in/sec (0.0114 m/sec).
- **Access Door Platform:** A galvanized steel platform and aluminum ladder to grade shall be provided at an access door to access the plenum section of the cooling tower. All working surfaces shall be able to withstand 60 psf (244 kg/m²) live load.
- **Louver Face Platform:** Easy access to the hot water basins for inspection and maintenance of the basins, even during tower operation, shall be provided by louver face platforms. Fan deck ladders and handrails, which add to the overall height of the tower, are not acceptable.
- **Internal Platform:** An internal platform shall be provided in the plenum section to provide for inspection and maintenance. All working surfaces shall be able to withstand 60 psf (244 kg/m²) live load. Other components of the cooling tower, i.e. basin floor and fill/drift eliminators, shall not be considered an internal working surface. Cooling tower manufacturers that require that these surfaces be used as a working platform shall provide a 5-year extended warranty to the Owner to repair any damage to these surfaces caused by routine maintenance.
- **Variable Frequency Drives:** A factory mounted variable frequency drive (VFD) shall be provided for each fan motor. The supplier of the VFD shall be the manufacturer of the evaporative cooling equipment. The VFD shall have a 3-contactor bypass, 3% input line reactor, a removable keypad, an RS232 terminal for PC connection, and a circuit breaker disconnect. Fuse protection may be accepted. Control voltage shall be 24V to minimize the size of the enclosure which should not exceed 2 ft x 2 ft x 2 ft and the weight should not exceed 75 lbs. VFD shall be provided in a NEMA (1)(3R)(12) enclosure. The VFD shall be compatible with a (ModBus) (LonWorks) (Johnson N2) Building Automation System.

- **Safety Switch(es):** A heavy-duty, non-fusible safety disconnect switch shall be provided by the manufacturer of the evaporative cooling equipment. Switch shall be single throw, 3-pole design, rated up to 600 VAC. Switch shall have triple padlocking capability, a visible double break rotary blade mechanism, a clearly visible On/Off handle, an interlocking mechanism to prevent door opening with handle in On position, and a clear line shield. Safety switch shall be provided in a NEMA (1) (3R) (12) enclosure.

TAXPAYER IDENTIFICATION NUMBER REQUEST

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Completion of this vendor form does not guarantee receipt of competitive bid solicitations. If you are interested in obtaining University solicitations, please visit <http://purchasing.eku.edu/bids-and-quotes>. IF SENDING A W-9, PLEASE RETURN THIS FORM ALSO.

For your convenience, you may return the information one of the following ways:

FAX: Vendor File @ 859-622-2170

Mail: Purchasing Division Eastern Kentucky University
Commonwealth Bldg., 14th Floor, Room 1401
521 Lancaster Avenue Richmond, Kentucky 40475

EMAIL: adm.purchasing@eku.edu

Phone # (859)622-2246

Please type or print legibly

VENDOR INFORMATION

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number *	Social Security Number *
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/> Bank Name & Routing # _____ Bank Account # _____	Willing to accept credit card payments* Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Terms *

***REGISTRATION**

Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010

Certificate #: _____ (<https://secure.kentucky.gov/sos/ftbr/Welcome.aspx>)

- Claimed exemption: _____

Any "person" (business or individual) making retail sales in the state are to be registered to collect Kentucky sales and use tax. If the foreign individual (or business) is making retail sales they should be registered for Kentucky sales and use tax purposes by completing a Tax Registration Application (form 10A100), available at the link below. If they are under contract to perform services that do not include the sale of tangible personal property or digital property, or do not perform services subject to tax per KRS 139.200 (such as admissions, provision of telecommunication services, sewer services, and so on), then they are not required to register per KRS 14A.9-010-14A.9-090

- Consumer Use Tax Account number: _____ (<http://revenue.ky.gov/>)
- Sales Tax Account Number: _____

CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because:(a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

Signature of U.S. Person _____ **Date** _____

Federal Debarment Status

By checking the box above, you certify that your company and its principals have not been disbarred, suspended, proposed for debarment, declared ineligible, are not in the process of being disbarred or are voluntarily excluded from doing business with a federal department or agency of the federal government.

Type of Ownership (Check Appropriate Box(es)) *		Business Classification (Check Appropriate Box(es)) *	
<input type="checkbox"/> (01) Individual/Sole Proprietorship	<input type="checkbox"/> (05) Non-Resident Alien	<input type="checkbox"/> (SM) Small Business	<input type="checkbox"/> (SD) Small Disadvantaged Business
<input type="checkbox"/> (02) Partnership	<input type="checkbox"/> (06) Exempt from backup withholding	<input type="checkbox"/> (LG) Large Business	<input type="checkbox"/> (GA) Government Agency
<input type="checkbox"/> (03) Corporation-Incorporated in (State) _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> (CT) In County	<input type="checkbox"/> (NP) Non-Profit
<input type="checkbox"/> (04) Non-profit/Education		<input type="checkbox"/> (MN) Minority Owned	<input type="checkbox"/> (AL) Alumni Owned
		<input type="checkbox"/> (WO) Women Owned	<input type="checkbox"/> (HZ) Hub Zone Small Business
			<input type="checkbox"/> Other (Specify) _____

***Required Fields**

Business Classification Reference Links: www.ccr.gov/sizestandard.asp, <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and

<http://app1.sba.gov/faqs/faqindex.cfm?areaID=11>

Printed Name of Authorizing Official: _____

Authorized Signature: _____

Date: _____

Attachment B

Bid #: EKU 11-17

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

(Affiant)

(Title)

of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____