

Lexington-Fayette Urban County Government Lexington, Kentucky Horse Capital of the World

		Horse Capital of the World	
Division of Central	Purchasing	Date of Issu	ue: November 21, 2017
		INVITATION TO BID #186-2017 Fall Protection Systems Installation	
Bid Opening Date: Address:		5, 2017 Bid Opening Tain Street, 3 rd Floor, Room 338, Lexington, Kentucky 40507	Time: 2:00 PM
Type of Bid:	Price Cont	ract	
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Time:	N/A
		office of the Division of Central Purchasing, 200 East Main Street, Lexing 17. Bids must be received by the above-mentioned date and time. Maile Division of Central Purchasing	
		200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320	
above. Bids that are	e <mark>not delive</mark> r	aty Government assumes no responsibility for bids that are not address ared to the Division of Central Purchasing by the stated time and cany name and address, bid invitation number, and the name of the bid on	date will be rejected. All bids
Bids are to include all	shipping costs	to the point of delivery located at: 669 Byrd Thurman, Lexington, KY	
Bid Specific	ations Met _	Check One: Exceptions to Bld Specifications. Exceptions shall be itemized and attached to bid proposal submitted.	Proposed Delivery: _30_days after acceptance of bid.
		Lexington-Fayette Urban County Government may be using Procurement ments. Will you accept Procurement Cards?	t Cards to purchase goods No
Sub	ornitted by:	Hoetter Building Services Firm Name 7393 Pete Andres Rd	
Bid must L (original sign	_	Address Floyds Knobs, IN 47119 City, State & Zip	— on Specialist — 3-3400
		Area Code - Phone - Extension Fax # TOOOS He HOEHER GROUP, CO E-Mall Address	<u>m</u>

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Comes the Affiant, Todd Schindl perjury as follows:	ey, and after being first duly swom under penalty o
His/her name is Toold Schindler authorized representative of Kaetter B	and he/she is the individual submitting the bid or is the
the entity submitting the bid (hereinafter referred to a	
	the Lexington-Fayette Urban County Government at the time the will maintain a "current" status in regard to those taxes and fee
Bidder will obtain a Lexington-Fayette Urban County contract.	Government business license, if applicable, prior to award of the
	sing to verify the above-mentioned information with the Division of that taxes and/or fees are delinquent or that a business license ha
	e campaign finance laws of the Commonwealth of Kentucky withing the Bidder will not violate any provision of the campaign finance
Bidder has not knowingly violated any provision of Ch of Ordinances, known as "Ethics Act."	apter 25 of the Lexington-Fayette Urban County Government Code
	f this Affidavit means, with respect to conduct or to circumstance ense, that a person is aware or should have been aware that his ts.
Further, Affiant sayeth naught.	
STATE OF Indiana	
county of Floyd	
The foregoing instrument was subscribed, sworn t	o and acknowledged before me
by Todd Schindler	on this the 4th day
of December, 2017.	
My Commission expires: 9-11-2020	PUBLIC, STATE AT, LARGE
Please refer to Section II. Bid Condition	ons, Item "U" prior to completing this form

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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 www.Energystar.gov). 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 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 <u>www.Greenseal.org</u> 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 pre-approved 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 Bld, 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____

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II. <u>Bid Conditions</u>

- 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.
- 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 #186-2017 Fall Protection Systems Installation"

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 blds received may be mailed to bldders. 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

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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, clty, 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

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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 bld/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.

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Notice of appeal of a bld recommendation must be filed within 3 business days of the bld 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 <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>1</u> year(s) renewal. 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.
- 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. See bid specifications.
- 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 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.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, It will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements Imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age. hoetter Building Services
Name of Business

Signature

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GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to BId Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with Page 9 of 24

or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Walver: No fallure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a walver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Price Discrepancy: In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
- 19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 20. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

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Name of Organization: Koetter Bulding Services
Koetter Construction, Inc.

Categories	Total	(/ His	hite Not spani or tino)		oani or ino	Afri Ame (N Hisp	ck or can- rican fot panic alino	Haw Ot Pa Isla (N Hisp	ntive vaiian nd her cific nder lot oanic atino	Asi (N Hisp c c Lati	ol pani pr	India Alas Na (n Hisp	erican an or skan tive not panic atino	more (Hisp	vo or e races Not anic or atino	То	tal
		M	F	М	F	M	F	М	F	М	F	M	F	М	F	М	F
Administrators	2		2														
Professionals			`														
Superintendents	9	9															
Supervisors																	
Foremen	13	13															
Technicians	le	5															
Protective Service																	
Para-Professionals																	
Office/Clerical	24	13	11														
Skilled Craft	38	30		8													
Service/Maintenanc	3	3															
Total:	95	73	13	8		1											

Prepared by: John Riley - IFR

_Date: 12,4,17

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

B. PROCEDURES

- The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

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- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

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- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- 1. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least sisty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) — a business in which at least sifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, I-lispanic Islander, Native American/Native Alaskan Indian) as defined in sederal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least sifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexmgtonkv.gov	859-258-3323
Commerce Lexington – Minority Business Development	Тугопе Туга	ttyra(i-commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@ismsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcom@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella,Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon(a.orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janel Harris-Lange	lanettë nwhoe.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey(a.sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

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LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 1862-2017

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NA				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Koetter Building Services	Jald Schil
Company	Company Representative
12-4-17	Fall Protection Specialist
Date	Title

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LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference #_	186-2017
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The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Hoetter Building Services	Todd School
Company	Company Representative
12-4-17	Fall Protection Specialist
Date	Title

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LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference #	1860-7017
bid/ Ref / Quote Reference m	

The substituted MNDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
n. NA					
2.					
3.				_	
4.		_			

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

hoetter Build	ling Services Ledd Lehnell.
Company	Company Representative
12-4-17	Fall Protection Specialist
Date	Title

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MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quo	te Referen	ce # 8	<u>le-20</u>	17_				
The undersign submit a quote								id
Company Name				Contact Per		Ci		
hoetter	- Build	incl Ser	vices	100	ld Schi	ndler		
Hoetter Address/Phone 7393 Pe	/Email	Was R	4	Bid Packag	e / Bid Date			
Floyds	Hnob Knob	5, IN 4	1719	186	-2017			
MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)		Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
NA								
14.11								
					-			
			_					
NA= Native The undersign	American) ned acknowle	dges that all in	iformation is	accurate. Any	American/AS = Am	n may result in ter nepts and claims.	mination of I	

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LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10° a goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Project Name/ Contract # Company Name:			Work Period/	From:		To:	
				Address:	-,		
Federal Tax ID:		-		Contact Perso	n:		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awardee to Prime for this Project	d this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
NA							
By the signature be of the representate and/or prosecution by Company 2-4-1 Date	ions set forth I under applicat	pelow is true.	Any misre State laws	epresentations n	nay result in the	termination o	

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LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #_____\5(2-2017

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate. Included documentation of advertising in the above publications with the bidders good faith efforts package ✓ Attended LFUCG Central Purchasing Economic Inclusion Outreach event ____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses ✓ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s). _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. ______Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively. V Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract. _ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce V Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals. ✓ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal ✓ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation. NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met. The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

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Lexington-Fayette Urban County Government Division of Fleet Services Bid #186-2017 Fall Protection Systems Installation

1.0 SCOPE OF BID

1.1 This specification describes the minimum requirements for the supply and installation for fall protection systems for the LFUCG Heavy Equipment shop. This system will be for 3 bays with the option for additional bays.

2.0 Requirements

- 2.1 The fall protection system shall consist of an overhead rigid rail and trolley system. System shall be designed for fall arrest as specified in OSHA and other applicable safety codes and shall be capable of withstanding loads and stresses as specified by these standards.
- 2.2 The system shall consist of three (3) 30 foot rigid rail systems, the rails shall be attached to new beam spanners that will be suspended from the existing roof structure. The three (3) bays and any additional bays are to be designated by LFUCG.
- 2.3 System shall allow the user to travel the entire length of the rail without having to detach and shall be designed for one (1) user. System shall be functional with bay door fully opened.
- 2.4 In accordance with OSHA regulations concerning "Fall Protection" contractor shall design, fabricate, furnish and install a complete fall protection system.
- 2.5 Verification of the existing structures ability to resist the applied loads shall be contractor responsibility, with findings filed with LFUCG personnel.
- 2.6 The contractor will furnish the body harness, and 20 foot self-retracting lanyard and tagline.
- 2.7 System shall meet all ANSI and OSHA requirements for fall protection.

3.0 NOTES

- 3.1 Contractor shall include a minimum 2 hour training session in the use, care and maintenance of system and shall include one bound copy of training materials.
- 3.2 Installing contractor shall be trained or qualified by the manufacturer.
- 3.3 Fall protection contractor shall maintain appropriate insurances as applicable for the installation of fall protection systems. Installer shall have specific liability insurance for products and completed operations in an amount not less than \$5,000,000. Proof of these insurances shall be supplied with the bid herein.

- 3.4 Manufacturer technical data sheets shall be submitted with bid. Manufacturer products shall specialize in the design, fabrication, and installation of fall protection anchorage systems with a minimum of five years of documented experience.
- 3.5 Shop drawings shall be to scale and clearly show dimensional layout of system components. Details shall clearly indicate attachment to building structure. Drawings shall bear the seal of the supervising registered professional engineer. Professional engineer shall be licensed in the state of Kentucky.
- 3.6 Statement by supervising qualified fall protection engineer that system was designed and installed in accordance with ANSI Z359.6 and is certified for use.
- 3.7 Contractor shall be responsible for all local licenses, permits, or fees affiliated with the job.
- 3.8 If installation includes any use of welder, cutter, grinder, etc. contractor shall comply with all applicable hot work requirements and OSHA regulations.
- 3.9 Installation address is located at the LFUCG Fleet Service Facility 669 Byrd Thurman Dr. Lexington, Ky. 40510.
- 3.10 Bid submitted shall include all labor, materials, equipment needed, travel and lodging and any other expenses.
- 3.11 LFUCG Fleet Service facility operating hours are Monday Friday 5:00 AM 5:00 pm.
- 4.0 Pricing and Time NOTE: CHANGES TO THIS PRICING FORM WILL BE CONSIDERED NON-RESPONSIVE – SUBMITTERS MUST PROVIDE A PRICE FOR 3 COMPLETE INSTALLS AND A PRICE FOR 1 ADDITIONAL INSTALL
 - 4.1 Price for complete 3 bay install of fall protection systems as described herein.

Price \$
4.2 Estimated install time 3 days
4.3 Price for additional complete 1 bay install of fall protection systems as described herei
Price \$ \$6,137.85
4.4 Estimated install time for additional bay 8 hrs



QUOTE NO: 586



7393 PETE ANDRES ROAD FLOYDS KNOBS, IN 47119 Phone: (812) 923-6707

Lexington-Fayette Urban Co Gov 669 Byrd Thurman Lexington, KY 40507

QUOTE DATE	VALID THRU	FOR	PAGE
12/5/2017	1/3/2018	Fall Protection Install	1

Koetter Building Services is pleased to quote the following project: Provide and install (3) 30ft. ridgid rail fall protection systems for one user with a 20ft cable self-retracting lifeline and harness. System will attach to the existing building structure by reinforcing the existing purlin with a 3" x 5" x 1/4' angle bolted every 24" and the rail system suspended with 1/2" strictural all thread. The system and components will meet or exceed OSHA/ANSI standards for fall protection.

All work to be done during standard business hours- Monday – Friday 7:00 am- 5:00 pm. Your estimate has been prepared based on current market pricing and is good for 30 days from the date above.

Please sign, date and return a copy of this document to our office to indicate acceptance of this quote. We will then enter the work in the schedule, and proceed accordingly.

Please feel free to call if you have any questions. Thank you for the opportunity to quote this work.

Authorized Signature	
Date	-
Respectfully Yours,	

Todd Schindler Fall Protection Specialist

OK	ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
- 10	eX	1	Total Labor & Materials	18,413.55	18,413.55

TOTAL AMOUNT \$18,413.55

:		
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NDED		
3.55		
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5.0 Exceptions

5.1 All exception are to be entered on the exception page only.

EXCEPTION PAGE

Specification	Exception Taken
number	
-	
<u> </u>	
	
-	

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION Bid # 186-2017 Fall Protection Systems Installation

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with these provisions prior to final acceptance of its bid and the commencement of any work or the provision of any goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO

1

COMPLY WITH THE INSURANCE REQUIREMENTS BELOW OR THE INDEMNITY REQUIREMENTS, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

Coverage	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$500,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and any required Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products and Completed operations coverage not less than \$5M.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN

2

A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these risk management provisions shall constitute a default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the contract or work.

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ACORD

KOETCON-01

MADAMIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

PRODUCER					CONTACT Laura	a Al	ltfillisch			
Jeffersonville / As					PHONE (A/C, No, Ext): (81	12) 5	941-4136 75	FAX (A/C, No):	
4500 Town Center Jeffersonville, IN					E-MAIL ADDRESS: laura	.alt	fillisch@as	suredpartners.com		
						INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
					INSURER A : Sele	ecti	ve Insuranc	e Company of Ame	rica	12572
INSURED					INSURER B : Pins	пас	lePoint Inst	rance Company		15137
Koetter Construction Inc.				INSURER C : COL	опу	Insurance	Company		39993	
	Pete Andres Rd				INSURER D:					
Floye	ls Knobs, IN 47119				INSURER E :					
			_		INSURER F:					
COVERAGES	CER	TIFIC	CATE	E NUMBER:				REVISION NUMBER:		
INDICATED. NO CERTIFICATE MA EXCLUSIONS AN	TWITHSTANDING ANY F AY BE ISSUED OR MAY	PER POLI	REMI TAIN, CIES.	SURANCE LISTED BELOW ENT, TERM OR CONDITION THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF ANY CON DED BY THE PO BEEN REDUCED	TRA DLIC BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RES	PECT	TO WHICH THIS
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A X COMMERCI	AL GENERAL LIABILITY							EACH OCCURRENCE	5	1,00 0,000
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	10							MED EXP (Any one person)	s	15,000
								PERSONAL & ADVINJURY	s	1,00 0,000
GEN'L AGGREGA	IF LIMIT APPLIES PER							GENERAL AGGREGATE	s	3,000,000
X POLICY X	JECT X LOC							PRODUCTS - COMPIOP AGO	5 5	3,000,000
OTHER								EBL AGGREGATE	\$	3,00 0,000
A AUTOMOBILE LIA	BILITY							COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
X ANY AUTO	_	Х		S2049728	01/01/2017	01/01/2018	BODILY INJURY (Per person)	\$		
OWNED AUTOS ONL	Y SCHEDULED AUTOS						BODILY INJURY (Per accider	1) \$		
HIRED AUTOS ONL	Y NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
									\$	
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ANY PROPRIETOR	/PARTNER/EXECUTIVE EXCLUDED?	N/A		WCP7001120	01/01/20	017	01/01/2018	E.L EACH ACCIDENT	\$	500,000
(Mandatory In NH)	EXCLUDED						l .	E.L. DISEASE - EA EMPLOYE	E S	500,000
If yes, describe und DESCRIPTION OF	er OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	500,000
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C Pollution Liab	ility			PP219536	08/10/26	יוט	08/10/2018			1,00 0,000
DESCRIPTION OF OPER Lexington-Fayette l	- ATIONS / LOCATIONS / VEHIC Irban County is an addi	LES (A	ACORD insu) 101, Additional Remarks Schedu red in regards to the genei	le, may be attached i ral liability and a	if mor	re space la requir mobile covera	ad) age as required by writt	ел со	ntract

CERTIFICATE HOLDER

Lexington-Fayette Urban County
669 Byrd Thurman
Lexington, KY 40507

CANCELLATION

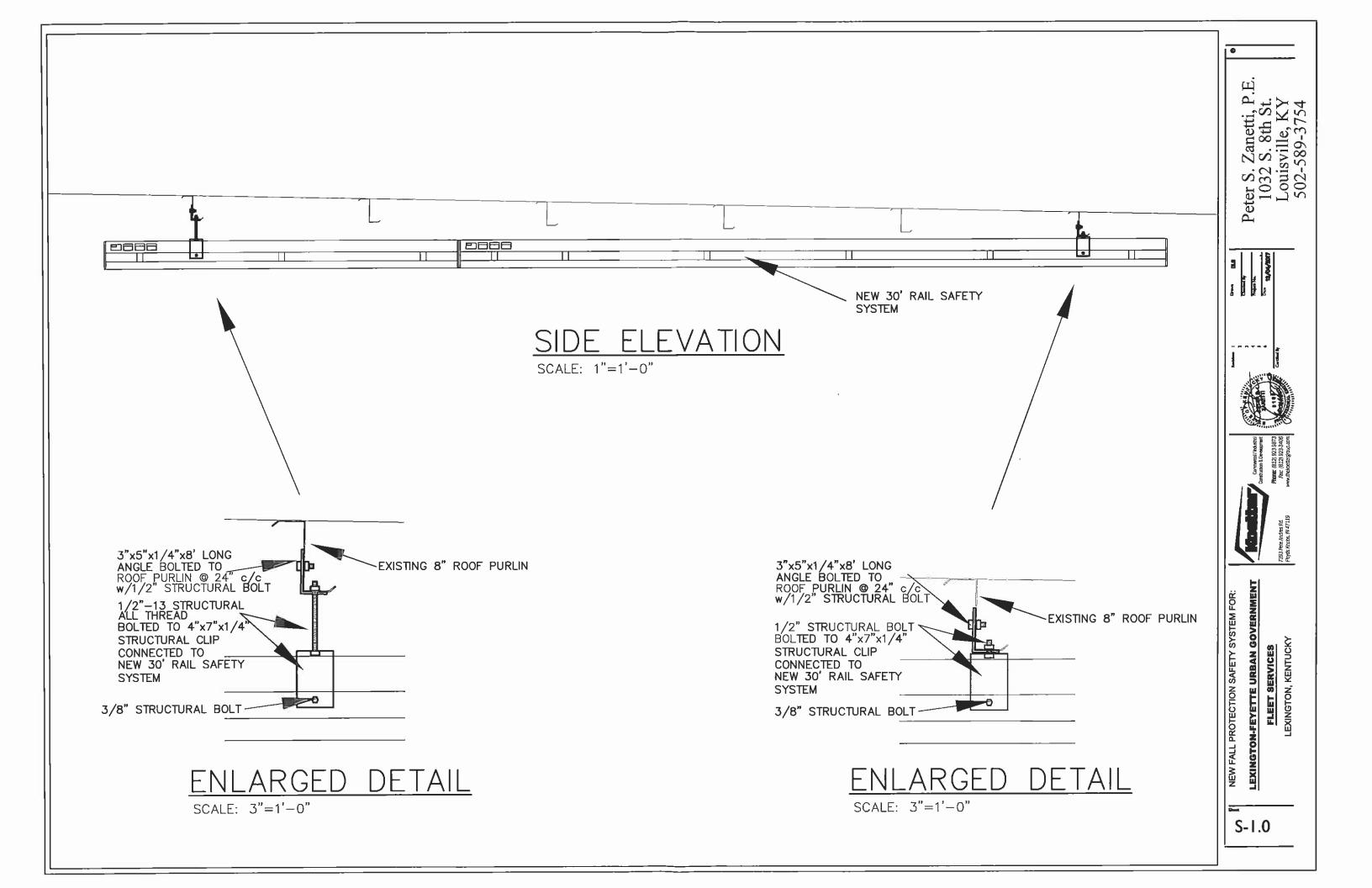
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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DBI-SALA GLYDE-SAF™ HD

Glyde-Saf™ HD (Heavy Duty)

Glyde-Saf™ HD is the ultimate in overhead fall protection on the market. The unique enclosed overhead track system enables smooth and uninterrupted travel for one or two users while working at heights. This rigid rail system can be installed for use indoors or outdoors to support aircraft and vehicle maintenance hangers, manufacturing facilities, rail car applications, warehousing and storage areas, performing art centers and arenas, and other related activities.

Unlike traditional cable horizontal lifeline systems, this rigid rail system eliminates sag distance and reduces overail fall clearance from the anchor point to the ground. Glyde-Saf™ HD systems are rated to support retractable devices with an average arresting force of no greater than 900 lbs. (4kN).



Compliant to OSHA 1926.502, ANSI Z359.6

LONGER DISTANCES BETWEEN SUPPORTS

Glyde-Saf" HD is capable of unlimited runs with an overall span length of 50 ft. (15.2m), and allows less fall clearance as compared to a wire cable system. The system allows for longer spans without sag between supports, providing a reliable, cost-effective way to reduce the risk of injury while working at heights.

Rail Sections-Indoor and Outdoor

- High grade steel construction
- * 2-user rated, 420 lbs. (190.5 kg)/
- Max allowable span is 50 ft. (15.2m)
- Allowable 6 ft. (1.8m) cantilever
- Standard rail lengths: 20 ft. (6.lm) and 10 ft. (3.0m)
- Indoor version coated with Black e-coat
- Outdoor version coated with Black e-coat and Yellow Powder Coat

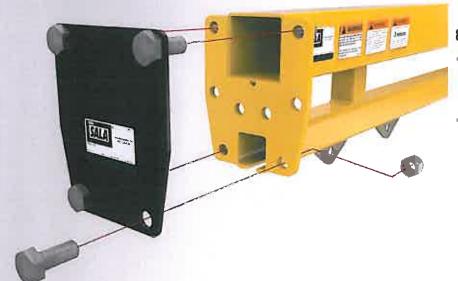
2103151 | Trolley Assembly

- High grade steel construction
- Corrosive resistant, zinc plating
- Stainless Steel wheel bearings
- Long lasting nylon wheels for smooth travel



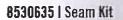
Capital Safety can provide custom solutions to meet unique application needs. Whether you're looking for mounting bracket design assistance or custom lengths, Capital Safety can help to meet your needs. Please contact us for more information.

DBI-SALA GLYDE-SAF™ HD



8530639 | End Stop Plate Kit

- Kit contains a powder coated plate and mounting hardware for attaching to each end of the rail assemblies
- High grade steel construction



- High grade, zinc plated hex head bolts
- High grade, nylon top insert, zinc plated hex





Capital Safety

USA: 800 328 6146
www.capitalsafety.com info@capitalsafety.com
CANADA: 800 387 7484
csgccistomerservice@capitalsafety.com

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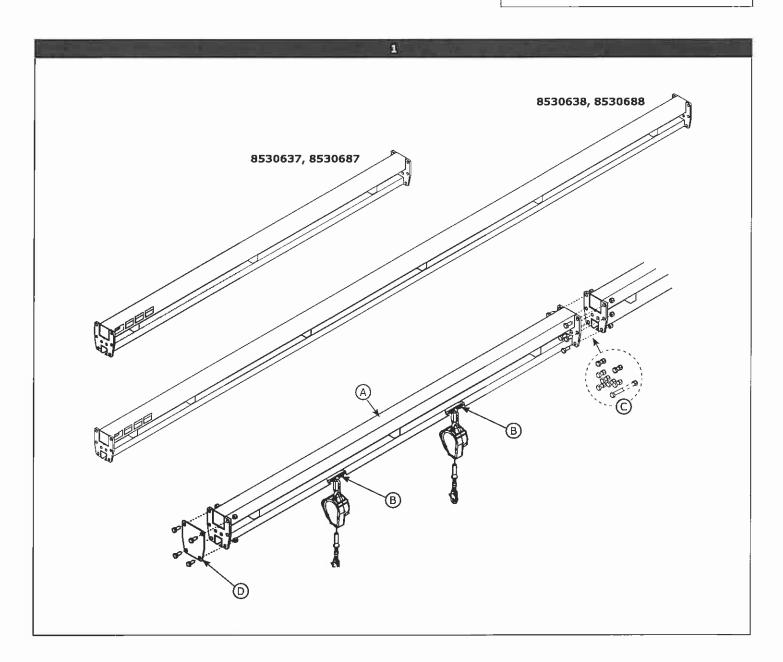




Glyde-Saf™ HD System

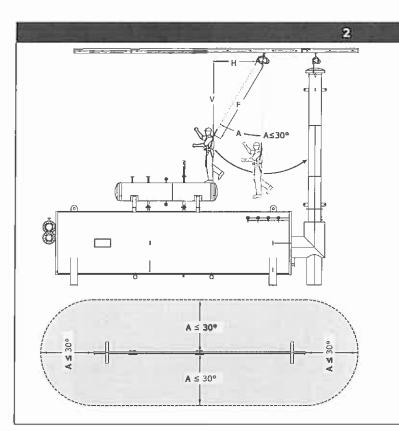
Model Numbers: 8530637, 8530638, 8530687, 8530688

USER INSTRUCTION MANUAL

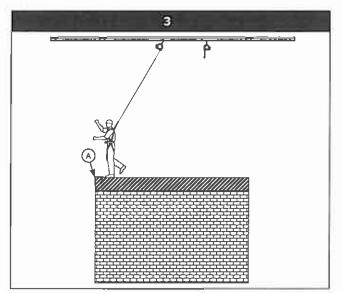


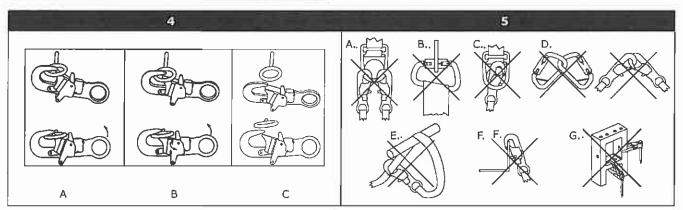
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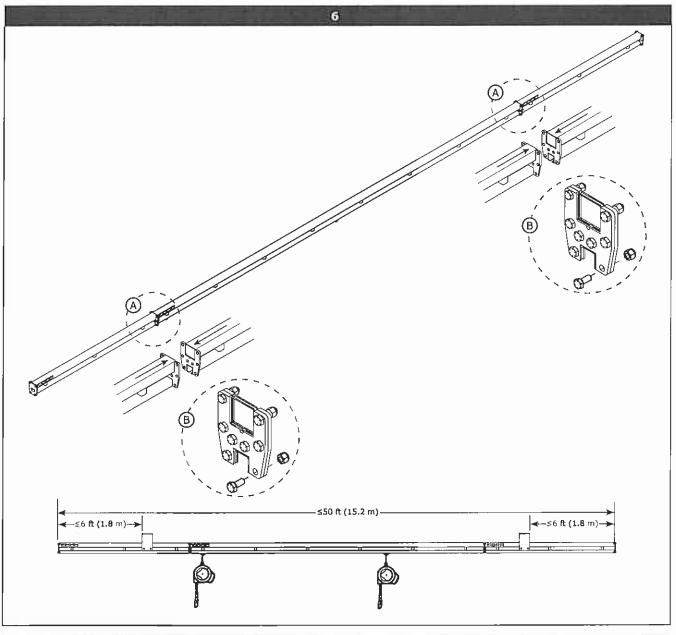
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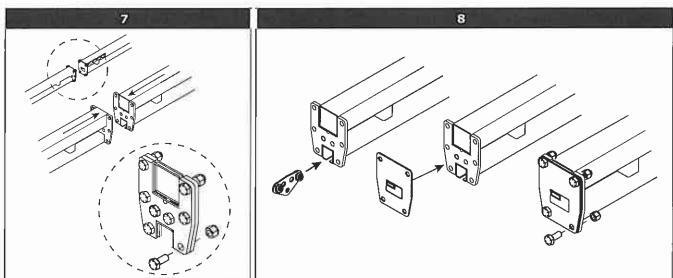


f ft (m)		← H - ft (m) →			
		(0.0)	(0.6)	(1.2)	(L6)
i	8 (6.0)	0.0	(0.6)	4.0 (1.2)	6.0
	2 (6.6)	2.0 (0.5)	2.8	4.5	6.3
	4 (1.2)	4.0 (1.2)	4.5 (1.4)	5.7	7.2 (2.2)
	6 (1.8)	6.0	6.3	7.2 (2.2)	8.5 (2.6)
1	8 (2.4)	8.0 (2.4)	8.2 (2.5)	8.9 (2.7)	10.0
(i) → V → ft (i)	10 (3.0)	10.0	10.2	10.8	11,7 (3.6)
	12 (3.7)	12.0	12.2	12.6	13.4 (4.1)
	14 (4.3)	14.0 (4.3)	14.1 (4.3)	14.6 (4.4)	15.2
	16 (4.9)	16.0	16.1	16.5 (5.0)	17.1 (5.2)
	18 (5.5)	18.0 (5.5)	18.1	18.4	19.0 (5.8)
	20 (6.1)	20.0	20,1	20,4	20.9 (6.4)
	50 (15.2)	50.0 (15.2)	50.0 (15.3)	50.2 (15.3)	50.4 (15.3)









WARNING: This product is part of a Personal Fall Arrest and Work Positioning system. The user must follow the manufacturer's instructions for each component of the system. These instructions must be provided to the user of this equipment. The user must read and understand these instructions before using this equipment. Manufacturer's instructions must be followed for proper use and maintenance of this equipment. Alterations or misuse of this product or failure to follow instructions may result in serious injury or death.

IMPORTANT: If you have questions on the use, care, or suitability of this equipment for your application, contact Capital Safety. For general questions, refer to national Standards including the ANSI Z359 (.0, .1, .2, .3, and .4) family of standards on fall protection, ANSI A10.32, and applicable local, state, and federal (OSHA) requirements governing occupational safety for more information about fall protection systems.

IMPORTANT: Prior to installation and use of this equipment, record the product identification information from the ID label in the Inspection and Maintenance Log (Table 2) at the back of this manual.

PRODUCT DESCRIPTION:

Figure 1 illustrates the FlexiGuard® Glyde-Saf HD Fall Arrest System. Typical components are identified in Figure 1 and specified in Table 1. The Glyde-Saf HD Fall Arrest System is an overhead Trolley Rail System for anchorage connection of Capital Safety Fall Arrest or Fall Restraint equipment. It consists of a Trolley Rail (A) secured to overhead I-Beams. Wheeled Trolleys (B), traveling inside a channel, serve as moving anchorage connection points for Self-Retracting Lifelines (SRLs) or Lanyards. Trolley Rails are secured to overhead I-Beams or other anchorage structures that meet the specifications in Table 1.

Glyde-Saf HD Fall Arrest Systems may be joined to create longer overhead rail systems. See Section 3.0.

		Table 1 - Specifications	
Component	Specifications:		
Figure 1 Reference	Component	Materials	Rating
A	Trolley Rail 8530637, 8530687 length = 10 ft (3.0 m)	Channel - Steel Stiffener Beam - Steel Stiffener Bar - Steel	Maximum of two Trolley Rail joints per Glyde-Saf HD Fall Arrest System. (See Figures 6 and 7.)
	8530638, 8530688 length = 20 ft (6.1 m)	8530637, 8530638 have E-coat paint finish. 8530687, 8530688 have	Maximum individual Glyde-Saf HD Fall Arrest System length between intermediate brackets is 50 ft (15.2 m).
		E-coat followed by powder coat paint finish.	Maximum of 2 Trolleys per each Glyde- Saf HD Fall Arrest System: Maximum Capacity of 1 Person up to 420 lbs (191 kg) including clothes, tools, etc. per Trolley.
			Glyde-Saf HD Fall Arrest systems may be joined to create longer overhead rail systems. Capacity limitations apply to each individual Glyde-Saf HD Fall Arrest System.
B	Trolley, 2103151	Wheels - Nylon Bearings - Stainless Steel Plate - Zinc Plated Steel	1,800 lbs (817 kg) Vertical (↓) Load Maximum Capacity: 1 Person up to 420 lbs (191 kg) including clothes, tools, etc. per Trolley. Maximum of two Trolleys per Glyde-Saf HD Fall Arrest System.
©	Trolley Rail Splice Kit, 8530635	Grade 8 hardware.	
0	End Stop Kit, 8530639	Grade 8 hardware.	
System Sp	ecifications:	· · · · · · · · · · · · · · · · · · ·	
Capacity:		ne Trolley Rail, up to 420 lbs (191 ko Glyde-Saf HD Fall Arrest System.	g) Including clothes, tools, etc. per Trolley.
Anchorage: Structure supporting the Glyde-Saf HD Fall Arrest System must be approved by a qualified person to suparting a minimum vertical load of 3,600 lbs (1,633 kg) in addition to the weight of the system.			

1.0 PRODUCT APPLICATION

PURPOSE: FlexiGuard® Glyde-Saf HD Fall Arrest System is designed to provide anchorage connection points for a Personal Fall Arrest System (PFAS).

WARNING: Unless otherwise noted, Capital Safety equipment is designed for use with Capital Safety approved components and subsystems only. Substitution or replacement with non-approved components or subsystems may jeopardize compatibility of equipment and may affect safety and reliability of the complete system. Do not hang, lift, or support tools or equipment from the Anchorage System, or attach guy lines for antennas, phone lines, etc.

- 1.2 SUPERVISION: Installation of this equipment must be supervised by a Qualified Person¹. Use of this equipment must be supervised by a Competent Person⁴.
- 1.3 TRAINING: This equipment must be installed and used by persons trained in its correct application. This manual is to be used as part of an employee training program as required by OSHA. It is the responsibility of the users and installers of this equipment to ensure they are familiar with these instructions, trained in the correct care and use of this equipment, and are aware of the operating characteristics, application limitations, and consequences of improper use of this equipment.

IMPORTANT: Training must be conducted without exposing the user to a fall hazard. Training should be repeated periodically.

- RESCUE PLAN: When using this equipment and connecting subsystem(s), the employer must have a rescue plan and the means at hand to implement and communicate that plan to users, authorized persons², and rescuers³. A trained, onsite rescue team is recommended. Team members should be provided with the equipment and techniques to perform a successful rescue. Training should be provided on a periodic basis to ensure rescuer proficiency.
- 1.5 INSPECTION FREQUENCY: The Glyde-Saf HD Fall Arrest System shall be inspected by the user before each use and, additionally, by a competent person⁴ other than the user at intervals of no more than one year⁵. Inspection procedures are described in the "Inspection and Maintenance Log" (Table 2). Results of each Competent Person inspection should be recorded on copies of the "Inspection and Maintenance Loa".
- AFTER A FALL: If the Glyde-Saf HD Fall Arrest System is subjected to the forces of arresting a fall, it must be removed from the field of service immediately and replaced or inspected by an Authorized Capital Safety Representative.

SYSTEM CONSIDERATIONS

2.1 ANCHORAGE: Structure on which the Glyde-Saf HD Fall Arrest System is placed or mounted must meet the Anchorage specifications defined in Table 1.

FROM OSHA: Anchorages used for attachment of Personal Fall Arrest Systems shall be independent of any anchorage being used to support or suspend platforms, and capable of supporting at least 5,000 lbs (22 kN) per user attached, or be designed, installed, and used as part of a complete Personal Fall Arrest System which maintains a safety factor of a least 2, and is under the supervision of a aualified person.

2.2 PERSONAL FALL ARREST SYSTEM: Figure 9 illustrates application of the FlexiGuard® Glyde-Saf HD Fall Arrest System and its Fall Arrest Connections. Personal Fall Arrest Systems (PFAS) used with the system must meet applicable OSHA, ANSI, state, and federal requirements. The PFAS shall incorporate a Full Body Harness and meet the following capabilities:

	Arresting Force	Maximum Free Fall Distance
PFAS with Shock Absorbing Lanyard	900 lb (4 kN) Maximum Average Arresting Force	6 ft (1.8 m)
PFAS with Self Retracting Device	900 lb (4 kN) Maximum Average Arresting Force	2 ft (0.61 m)

IMPORTANT: Under NO circumstances is a PFAS with a Free Fall distance greater than 6 ft (1.8 m) acceptable for use with the FlexiGuard Anchorage System

- 2.3 FALL PATH AND SRL LOCKING SPEED: A clear path is required to assure positive locking of an SRL. Situations which do not allow for an unobstructed fall path should be avoided. Working in confined or cramped spaces may not allow the body to reach sufficient speed to cause the SRL to lock if a fall occurs. Working on slowly shifting material, such as sand or grain, may not allow enough speed buildup to cause the SRL to lock.
- HAZARDS: Use of this equipment in areas with environmental hazards may require additional precautions to prevent injury to the user or damage to the equipment. Hazards may include, but are not limited to: heat, chemicals, corrosive environments, high voltage power lines, explosive or toxic gases, moving machinery, sharp edges, or overhead materials that may fall and contact the user or Personal Fall Arrest System.
- 2.5 FALL CLEARANCE: There must be sufficient clearance below the user to arrest a fall before the user strikes the ground or other obstruction. A minimum of 6 ft. (1.8 m) from the working level to the lower level or nearest obstruction is recommended but may vary with your application and attached Personal Fall Arrest System (PFAS). Fall Clearance is dependent on the following factors:
 - Deceleration Distance Worker Height
 - Free Fail Distance

- Elevation of Anchorage Connector
- Movement of Harness Attachment Element
 Connecting Subsystem Length

See the Personal Fall Arrest System manufacturer's instructions for specifics regarding Fall Clearance calculation.

- Qualified Person: A person with a recognized degree of professional certificate and with extensive knowledge, training, and experience in the fall protection and rescue field who is capable of designing, analyzing, evaluating, and specifying fall protections and rescue systems to the extent required by OSHA and other
- 2 Authorized Person: A person assigned by the employer to perform duties at a location where the person will be exposed to a fall hazard (otherwise referred to as the "user for purposes of these instructions).
- 3 Rescuer: Person or persons other than the rescue subject acting to perform an assisted rescue by operation of a rescue system.
- 4 Competent Person: One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- 5 Inspection Frequency: Extreme working conditions (harsh environments, prolonged use, etc.) may require increasing the frequency of competent person 6

- 2.6 SWING FALLS: Swing Falls occur when the anchorage point is not directly above the point where the fall occurs (see Figure 2). The force of striking an object while swinging from the pendulum effects of a Swing Fall can cause serious injury. Swing Falls can be minimized by limiting the horizontal distance (H) between the user and the anchorage point. In a Swing Fall, the total vertical fall distance (F) will be greater than if the user had fallen directly below the anchorage point, thus increasing Fall Clearance required to safely arrest the user's fall. See the PFAS manufacturer's instructions for details regarding Swing Falls and Fall Clearance calculation.
- 2.7 SHARP EDGES: Avoid working where Lifeline or Lanyard components of the Personal Fall Arrest System (PFAS) can contact or abrade against unprotected sharp edges (see Figure 3). Where contact with a sharp edge is unavoidable, cover the edge with protective material (A).
- 2.8 COMPONENT COMPATIBILITY: Capital Safety equipment is designed for use with Capital Safety approved components and subsystems only. Substitutions or replacements made with non-approved components or subsystems may jeopardize compatibility of equipment and may effect the safety and reliability of the complete system.

IMPORTANT: Equipment substitutions require written consent from Capital Safety.

2.9 CONNECTOR COMPATIBILITY: Connectors are considered to be compatible with connecting elements when they have been designed to work together in such a way that their sizes and shapes do not cause their gate mechanisms to inadvertently open regardless of how they become oriented. Contact Capital Safety if you have any questions about compatibility.

Connectors (hooks, carabiners, and D-rings) must be capable of supporting at least 5,000 lbs. (22.2 kN). Connectors must be compatible with the anchorage or other system components. Do not use equipment that is not compatible. Non-compatible connectors may unintentionally disengage (see Figure 4). Connectors must be compatible in size, shape, and strength. If the connecting element to which a snap hook or carabiner attaches is undersized or irregular in shape, a situation could occur where the connecting element applies a force to the gate of the snap hook or carabiner (A). This force may cause the gate to open (B), allowing the snap hook or carabiner to disengage from the connecting point (C).

Self-locking snap hooks and carabiners are required by ANSI Z359 and OSHA.

2.10 MAKING CONNECTIONS: Snap hooks and carabiners used with this equipment must be self-locking. Ensure all connections are compatible in size, shape and strength. Do not use equipment that is not compatible. Ensure all connectors are fully closed and locked.

Capital Safety connectors (snap hooks and carabiners) are designed to be used only as specified in each product's user's instructions. See Figure 5 for examples of inappropriate connections. Do not connect snap hooks and carabiners:

- A. To a D-ring to which another connector is attached.
- B. In a manner that would result in a load on the gate.

NOTE: Large throat snap hooks should not be connected to standard size D-rings or similar objects which will result in a load on the gate if the hook or D-ring twists or rotates, unless the snap hook complies is equipped with a 3,600 lb (16 kN) gate. Check the marking on your snap hook to verify that it is appropriate for your application.

- C. In a false engagement, where features that protrude from the snap hook or carabiner catch on the anchor, and without visual confirmation seems to be fully engaged to the anchor point.
- D. To each other.
- E. Directly to webbing or rope lanyard or tie-back (unless the manufacturer's instructions for both the lanyard and connector specifically allows such a connection).
- F. To any object which is shaped or dimensioned such that the snap hook or carabiner will not close and lock, or that roll-out could occur.
- G. In a manner that does not allow the connector to align properly while under load.

3.0 INSTALLATION

IMPORTANT: The FlexiGuard[®] Glyde-Saf HD Fall Arrest System must be assembled by a Qualified Person and the installation must be certified by a Qualified Person as: meeting the criteria for a Certified Anchorage, or capable of supporting the potential forces that could be encountered during a fall.

IMPORTANT: Do not alter or intentionally misuse this equipment. Consult Capital Safety when installing or using this equipment in combination with components or subsystems other than those described in this manual. Some subsystems and component combinations may interfere with the operation of this equipment.

- **3.1 PLANNING:** Plan your fall protection system prior to installation of the FlexiGuard Glyde-Saf HD Fall Arrest System. Account for all factors that may affect your safety before, during, and after a fall. Consider all requirements, limitations, and specifications defined in Section 2 and Table 1.
- **3.2 ASSEMBLY OF THE GLYDE-SAF HD FALL ARREST SYSTEM:** Figure 6 illustrates assembly of the Glyde-Saf HD Fall Arrest System. Attachment to anchorage structures and mounting hardware will vary with your respective application.

IMPORTANT:

- The maximum span of each individual Glyde-Saf HD Fall Arrest System is 50 ft (15.2 m) between intermediate brackets.
- A maximum number of two joints can be used to connect individual Trolley Ralls within each installed 50 ft Glyde-Saf HD Fall Arrest System.
- Individual Glyde-Saf HD Fall Arrest Systems (maximum of 50 ft [15.2 m] between intermediate brackets) can be connected to form extended Trolley Rail installations which can be of unlimited length.
- The end of each system must be terminated with an End Stop Plate.
- The end of each installed Glyde-Saf HD Fall Arrest System must not extend more than 6 ft. (1.8 m) beyond the intermediate bracket.
- Mounting brackets must be purchased from Capital Safety or designed by a qualified person representing the certified installer.
- Contact Capital Safety if you have questions regarding any phase of Glyde-Saf HD Fall Arrest System installation or use of the system.
- 1. Assemble the Glyde-Saf HD Fall Arrest System on a level surface. (Refer to Figure 6)
 - A. 10 ft and 20 ft Trolley Rail sections can be bolted together to assemble a Glyde-Saf HD Fall Arrest System. Combined Trolley Rail sections can not exceed an overall length of 50 ft (15.2 m) between intermediate brackets when assembled Into a Glyde-Saf HD Fall Arrest System. (The example in Figure 6 which shows two 10 ft. Trolley Rails and one 20 ft Trolley Rail joined together to construct a 40 ft. long Glyde-Saf HD Fall Arrest System.)
 - B. Align the flanged ends of two Trolley Rail sections (A). Insert the Mounting Bolts provided in the Trolley Rail Splice Kit (see Table 1) through the holes in the flanges (B). Place provided Nuts on the Mounting Bolts.
 - C. Torque Nuts and Bolts to 60 ft-lb (81 Nm).
 - D. If another Trolley Rail section will be added, repeat Steps A, B and C.
 - E. Lift the assembled Glyde-Saf HD Fall Arrest System into position and secure to the overhead anchorage. The attachment locations can not be located more than 6 ft (1.8 m) from the ends of each Glyde-Saf HD Fall Arrest System.
- 2. If additional Glyde-Saf HD Fall Arrest System will be joined to the first installed Glyde-Saf HD Fall Arrest System (Figure 7):
 - A. Assemble each additional Glyde-Saf HD Fall Arrest System by following steps 1.A, 1.B and 1.C above.
 - B. Lift each additional Glyde-Saf HD Fall Arrest System into position and align the flange at the end of the Glyde-Saf HD Fall Arrest System with the flange at the end of the installed Glyde-Saf HD Fall Arrest System.
 - C. Secure the additional Glyde-Saf HD Fall Arrest System to the intermediate brackets.
 - D. Insert the Mounting Bolts provided in the Trolley Rail Splice Kit through the holes in the flanges that join the Trolley Rails. Place provided Nuts on the Mounting Bolts.

- E. Torque Nuts and Bolts to 60 ft-lb (81 Nm).
- F. Repeat the above process for each additional Glyde-Saf HD Fall Arrest System. (Figure 7)
- 3. Install Trolleys and seal the open ends of the Glyde-Saf HD Fall Arrest System.
 - A. Insert one or two Trolleys into the open end of a Trolley Rail.
 - B. Place an End Stop on each open Trolley Rall end flange and secure with Nuts. (Figure 8)
 - C. Torque Nuts and Bolts to 60 ft-lb (81 Nm).

4.0 USE

WARNING: Consult your doctor if there is any reason to doubt your fitness to safely absorb the shock from a fall arrest or suspension. Age and fitness seriously affect a worker's ability to withstand falls. Pregnant women or minors must not use Capital Safety equipment unless in an emergency situation.

WARNING: Never exceed the Capacity maximums specified in Table 1. Exceeding the stated capacity could collapse or tip the system, resulting in serious injury or death.

4.1 BEFORE EACH USE: Verify that your work area and Personal Fall Arrest System (PFAS) meet all criteria defined in Section 2 and a formal Rescue Plan is in place. Inspect the Glyde-Saf HD FAS per the 'User' inspection points defined on the "Inspection and Maintenance Log" (Table 2). If inspection reveals an unsafe or defective condition, do not use the Glyde-Saf HD FAS. Remove the system from service and contact Capital Safety regarding replacement or repair.

SAFE WORK AREA: Figure 2 Illustrates the Safe Work Area for the Glyde-Saf HD Fall Arrest System. The gray shading on the table designates safe working distances where the angle of the Lifeline is less than or equal to 30° from vertical. NEVER work at a Horizontal Distance (H) and Vertical Distance (V) that results in a calculated Vertical Fall Distance (F) exceeding the gray shaded values on the table in Figure 2.

4.2 FALL ARREST CONNECTIONS: Figure 9 illustrates application of the Glyde-Saf HD Fall Arrest System and its Fall Arrest Connections. The Glyde-Saf HD Fall Arrest System must always be used with a Full Body Harness and Fall Arrest subsystem. Trolleys within Trolley Rails travel back-and-forth inside the Trolley Rail halves. A Self-Retracting Lifeline (SRL) is connected to the eye on each Trolley. Connect the other end of the SRL to the back Dorsal D-Ring on the Harness. A Tag Line can be attached to the SRL Lifeline and used to retrieve the lifeline for connection to the user's harness.

IMPORTANT: No more than one person, meeting the Capacity requirements specified in Table 1, shall be attached to each Trolley.

WARNING: Inappropriate or incompatible connections between components of the Personal Fall Arrest System (PFAS) may result in serious injury or death. See Section 2 for details regarding connector compatibility and safe connections.

5.0 INSPECTION

- **5.1 INSPECTION FREQUENCY:** The Glyde-Saf HD Fall Arrest System must be inspected at the intervals defined in Section 1. Inspection procedures are described in the "Inspection Checklist" and "Maintenance Log" (Table 2). Inspect all other components of the Fall Protection System per the frequencies and procedures defined in the manufacturer's instructions.
- **5.2 DEFECTS:** If inspection reveals an unsafe or defective condition, remove the Glyde-Saf HD Fall Arrest System from service immediately and contact Capital Safety regarding replacement or repair. Do not attempt to repair the Fall Arrest System.

IMPORTANT: Only Capital Safety or parties authorized in writing by Capital Safety may make repairs to this equipment.

5.3 PRODUCT LIFE: The functional life of the System is determined by work conditions and maintenance. As long as the product passes inspection criteria, it may remain in service.

6.0 MAINTENANCE, SERVICING, STORAGE

6.1 CLEANING: Periodically clean The System with a soft brush, warm water, and a mild soap solution. Ensure parts are thoroughly rinsed with clean water.

IMPORTANT: Although highly resistant to chemicals and environmental conditions, avoid contaminating the Flexiguard Anchorage System with acids, bitumen, cement, paint, cleaning fluids, etc. If the equipment contacts acids or other caustic chemicals, remove from service and wash with water and a mild soap solution. Inspect per Table 2 before returning to service.

6.2 SERVICE: Only Capital Safety or parties authorized in writing by Capital Safety may make repairs to this equipment. If the anchor has been subject to fall force or Inspection reveals an unsafe or defective conditions, remove the anchor from service and contact Capital Safety regarding replacement or repair.

LABELS

The following labels must be present on each Trolley Rail and End Stop in the FlexiGuard Glyde-Saf HD Fall Arrest System. Labels must be replaced if they are not fully legible. Contact Capital Safety for replacement labels.

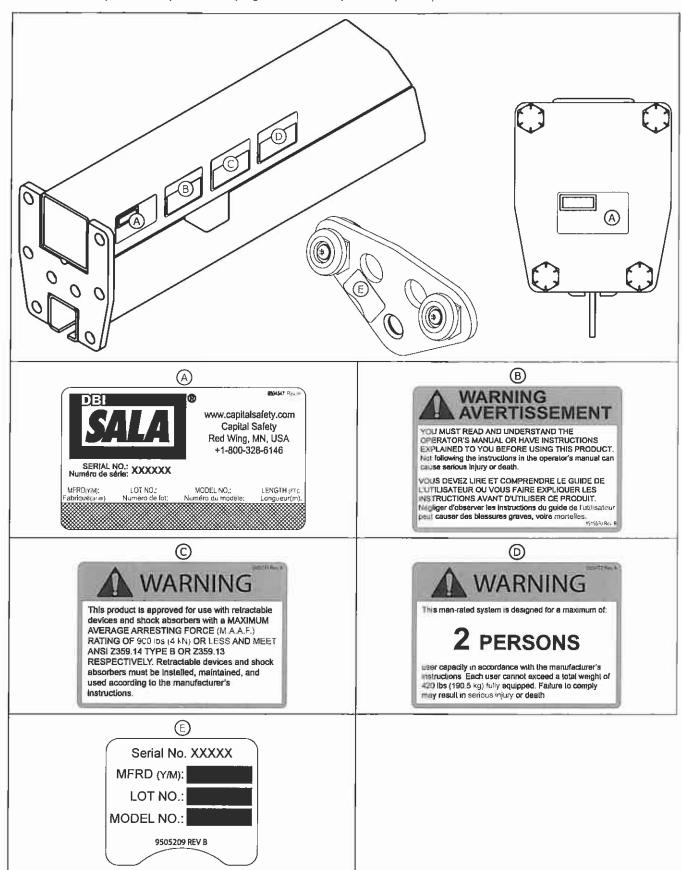


Table 2 - Inspection and Maintenance Log				
Serial Number(s):	Date Purchased:			
Model Number:	Date of First Use:			

Instructions: Record the results of each inspection on copies of this checklist. Additional copies of this checklist can be printed from the Adobe Acrobat PDF version this manual (see capitalsafety.webdamdb.com)

Inspection Date:		Inspected By:			
Components:	Inspection: (See Section 1 for Inspection Frequence	Dection: (See Section 1 for Inspection Frequency)			
Inspection Notes: Glyde-Saf HD Fall Arrest System components. (See Figure 2)	Inspect entire system for damage, deformation, corrosion, or rust. Look for cracks, bends, dents, or wear that could affect strength and operation of the system.		Х	х	
	Confirm that End Stops are installed at each end of the Glyde-Saf HD Fall Arrest System. See Section 3.2 Assembly of the Glyde-Saf HD Fall Arrest System.		x	x	
	Visually inspect fasteners that secure the Glyde-Saf HD Fall Arrest System Trolley Rall Tracks to the intermediate brackets.		х	×	
	Inspect the Trolley Rail Tracks for structural defects. Rail Tracks must be straight without any bends or dents. Trolley wheels must roll freely in the rail. Remove debris and replace damaged components as needed.		х	х	
	Inspect the joints between Trolley Rall Tracks for structural defects or damage including bends, cracks, corrosion, etc.			×	
	Inspect fasteners that secure the joints between Trolley Rail Tracks. Ensure fasteners are torqued to 60 ft*lbs (81 Nm). Inspect all other fasteners. Ensure that 3/4 in bolts are torqued to 130 ft*lbs (176 Nm). Re-torque as necessary.			×	
Trolley	Remove and inspect Trolley for damage. Trolley wheels should spin freely and show minimal wear. Replace Trolley wheels as needed.			х	
Labels	Verify that all labels are securely attached and are legible (see "Labels")		×	х	
DEAC and Other	Additional Personal Fall Arrest System (DEA	C) aguinment /harness CDI	~		

IMPORTANT: Extreme working conditions (harsh environment, prolonged use, etc.) may require more frequent inspections. If you have questions on the use, care, or suitability of this equipment for your application, please contact Capital Safety.

etc) that are used with the Flexiguard Glyde-Saf HD Fall Arrest System should be installed and inspected per the manufacturer's Instructions.

Equipment

Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:
Corrective Action/Maintenance:	Approved By:
	Date:

LIMITED LIFETIME WARRANTY

Warranty to End User: D B Industries, Inc., dba CAPITAL SAFETY USA ("CAPITAL SAFETY") warrants to the original end user ("End User") that its products are free from defects in materials and workmanship under normal use and service. This warranty extends for the lifetime of the product from the date the product is purchased by the End User, in new and unused condition, from a CAPITAL SAFETY authorized distributor. CAPITAL SAFETY'S entire liability to End User and End User's exclusive remedy under this warranty is limited to the repair or replacement in kind of any defective product within its lifetime (as CAPITAL SAFETY in its sole discretion determines and deems appropriate). No oral or written information or advice given by CAPITAL SAFETY, its distributors, directors, officers, agents or employees shall create any different or additional warranties or in any way increase the scope of this warranty. CAPITAL SAFETY will not accept liability for defects that are the result of product abuse, misuse, alteration or modification, or for defects that are due to a failure to install, maintain, or use the product in accordance with the manufacturer's instructions.

CAPITAL SAFETY'S WARRANTY APPLIES ONLY TO THE END USER. THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO OUR PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED. CAPITAL SAFETY EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE LIABLE FOR INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUES, OR PRODUCTIVITY, OR FOR BODILY INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY.



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Fall Protectifull BODY HARNESSES





PRO™ Vest-Style Harness

Back D-ring, tongue buckle leg straps (size Medium/Large). Model: 1191237

Product Highlights

- Back D-ring
- Tongue buckle leg straps
- Parachute torso adjusters
- Durable polyester web construction
- Built-in lanyard keepers
- Impact Indicator
- Protected labels

Overview

With designs that incorporates improved fit, updated colors, and durable yet lightweight construction, PRO™ harnesses provide greater comfort and added safety — which translates to reduced worker fatigue and increased productivity. Protecta® has many of the same features as higher priced equipment, such as ergonomic design, impact indicators, serial numbers, steel hardware and options for specialized needs and budgets. Go with PRO™ gear incorporating exceptional performance and value - compliance has never been so easy or economical!

Find additional product information at: http://www.capitalsafety.com

As the global leader in fall protection, Capital Safety has made it a priority to provide customers with top-of-the-line safety equipment. With more patents, engineers and industry innovations than any other fall protection manufacturer, Capital Safety has the ability to provide quality fall safety and rescue equipment.

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SELF RETRACTING LIFELINES





Rebel™ Self Retracting Lifeline - Cable

20 ft. (6.1m) of 3/16" (5mm) galvanized steel wire rope with swiveling snap hook, aluminum housing and anchorage carabiner. Model: 3590514

Product Highlights

- · Rugged aluminum housing
- Stackable housing design
- · Built-in carrying handle
- 20 ft. (6.1m) 3/16" (5mm) galvanized steel cable lifeline
- Swiveling self-locking snap hook with impact indicator
- Speed sensing all metal brake system
- Internal energy absorption system
- · Reserve lifeline system
- Side lifeline exit with ergonomic handle
- High strength, corrosion resistant components
- · Swiveling anchorage point
- Self-locking anchorage carabiner

Overview

The Rebel™ self retracting lifeline (SRL) line is built to last providing an economical fall protection solution without compromising performance or safety. Rebel™ SRL's feature a 420 pound (190 kg) user capacity, a robust design to ensure longevity and are available in lengths from 6 ft. (1.8m) to 100 ft. (30.5m). Available in either aluminum or composite housing models, these SRL's are also equipped with an ergonomic carrying handle that makes transportation to and from the job site easy. Rebel™ is designed with the worker in mind, featuring a stackable space-maximizing design and an impact indicator to provide easy verification of whether the equipment has been involved in a fall. An SRL's lifeline will extend as the user moves away, and retract automatically enabling the user to move about within a recommended working area at normal speeds. Should a fall occur, a speed sensing brake system will activate stopping the fall and reducing the forces imposed on the user to safe levels.

Find additional product Information at: http://www.capitalsafety.com

As the global leader in fall protection, Capital Safety has made it a priority to provide customers with top-of-the-line safety equipment. With more patents, engineers and industry innovations than any other fall protection manufacturer, Capital Safety has the ability to provide quality fall safety and rescue equipment.

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