



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 27, 2018

## INVITATION TO BID #21-2018 Dive Suits (Dry)

**Bid Opening Date: March 13, 2018**

**Bid Opening Time: 2:00 PM**

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Firm Bid

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **03/13/2018**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Station 1, 219 E. Third St., Lexington, KY 40507

### **Bid Security and Performance Bond Required for all bids over \$50,000.**

<p><b>Check One:</b>  <input checked="" type="checkbox"/> Bid Specifications Met    <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p><b>Proposed Delivery:</b>  _____ days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>		

Submitted by: Lee Kasten

*Firm Name*

14100 W Cleveland Ave

*Address*

New Berlin, WI 53151

*City, State & Zip*

**Bid must be signed:**  
*(original signature)*

**Signature of Authorized Company Representative – Title**

Lee Kasten

*Representative's Name (Typed or printed)*

262-782-1886

262-782-4437

*Area Code - Phone – Extension*

*Fax #*

lkasten@paulconwayshields.com

*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, Lee Kasten, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Lee Kasten and he/she is the individual submitting the bid or is the authorized representative of Paul Conway Shields the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. *Lee Kasten*

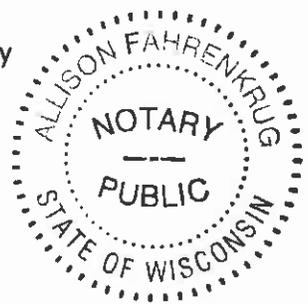
STATE OF Wisconsin

COUNTY OF Outagamie

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lee W Kasten on this the 12 day of March, 2018.

My Commission expires: April 21, 2020

*Allison Fahrenkrug*  
NOTARY PUBLIC, STATE AT LARGE



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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://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 friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) 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 Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes   X              No       

## **II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #21-2018 Dive Suits (Dry)"**

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 5 percent of the bid price must be attached hereto for bids greater than \$50,000. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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.*

*Lee Kasten*

\_\_\_\_\_  
Signature

Paul Conway Shields

\_\_\_\_\_  
Name of Business

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 Waiver:** No failure 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 waiver 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:** When applicable, 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. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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.

Lee Kasten  
Signature

March 12, 2018  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Paul Conway Shields

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	1															
Professionals	6	4												2			
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals	12	12															
Office/Clerical	4		4														
Skilled Craft	8	1	1							2	4						
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: Lee Kasten, Sales Director  
*(Name and Title)*

Date: 03 / 12 / 2018

*Revised 2015-Dec-15*



# LEXINGTON

## Lexington-Fayette Urban County Government Division of Fire Bid #21-2018 Dive Suits (Dry)

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The Lexington-Fayette Urban County Government is accepting bids to for Dive Suits (Dry) for the Division of Fire, Station #1, 219 E. Third St., Lexington, Kentucky, 40507, as per the following specifications:

### **SPECIFICATIONS FOR PUBLIC SAFETY DIVE SUIT (DRY)**

#### **TLS350 Public Safety**

**Men's Sizes:** SS, S, ST, MS, MT, LS, L, LT, XLS, XL, XLT, XXLS, XXL, XXLT

Also available in made to order Special Production sizing

**Materials:** Trilaminate material made of Nylon/Butyl Rubber/Nylon

**Colors:** Red Overlay with Black Body

#### **Features:**

- Diagonal front-entry zipper
- Warm neck collar
- Reflective tape
- Apeks swivel inlet & adjustable, automatic, exhaust valves and 36" inflator hose with oversized quick disconnect
- High visibility overlays
- Internal waist adjustment cord
- Double layer material over knees, shoulders and buttocks
- "Lexington sleeves"
- RockBoot TM System
- Public Safety Patch
  
- **ZipSeals on Neck and Wrist**
  - Allowing for easy seal/glove change on site
  - Neck includes attached "Generation 2" latex hood with hood liner
  - Wrist includes dry gloves
- Dry suit bag, Zipstick and talc
- Designed and manufactured in the USA

- **PRICING**

ITEM #	DESCRIPTION	PRICE EACH
1	DIVE SUIT (DRY) SS	\$ 1865.00
2	DIVE SUIT (DRY) S	\$ 1865.00
3	DIVE SUIT (DRY) ST	\$ 1865.00
4	DIVE SUIT (DRY) MS	\$ 1865.00
5	DIVE SUIT (DRY) MT	\$ 1865.00
6	DIVE SUIT (DRY) LS	\$ 1865.00
7	DIVE SUIT (DRY) L	\$ 1865.00
8	DIVE SUIT (DRY) LT	\$ 1865.00
9	DIVE SUIT (DRY) XLS	\$ 1865.00
10	DIVE SUIT (DRY) XL	\$ 1865.00
11	DIVE SUIT (DRY) XLT	\$ 1865.00
12	DIVE SUIT (DRY) XXLS	\$ 1865.00
13	DIVE SUIT (DRY) XXL	\$ 1865.00
14	DIVE SUIT (DRY) XXLT	\$ 1865.00