

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**Bid#47-2020 Headworks Generator & Automatic Transfer Switch**

Bid Number: #47-2020

Date: May 7, 2020

Subject: Headworks Generator & Automatic Transfer Switch

Address inquiries to:  
Brian Marcum  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced bid:**

- The LFUCG Government Center at 200 East Main Street is temporarily closed due to the COVID-19 outbreak. **Submissions for this bid will only be accepted online.**
- Complete and sign (where appropriate) the bid documents and upload them to the Ion Wave system on the Response Attachments tab of the bid page.
- Navigate to the Line Items tab on the Ion Wave bid page and enter your price for the item(s) or alternates if applicable.
- Enter your name and email address which indicates your acceptance of the bid terms and conditions on the Response Submission tab.
- You may click on the help link in the top right corner of the Ion Wave bid page then select the "Sourcing Supplier Quick Tutorial" link under the Bid Response section for detailed instructions on how to submit your online response.





**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 7, 2020

## INVITATION TO BID #47-2020 Headworks Generator & Automatic Transfer Switch

**Bid Opening Date:** May 28, 2020

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

Address:

Type of Bid: Firm Bid

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

**All bids are to be submitted electronically at <https://lexingtonky.ionwave.net/>**

Bids are to include all shipping, handling and associated fees to the point of delivery located at: Various Locations

<b>Check One:</b>	<b>Proposed Delivery:</b>
_____ Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	_____ days after acceptance of bid.
<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? _____ Yes _____ No	

Submitted by: Toni Levy & Associates, Inc.

*Firm Name*

1608 W. Broadway

*Address*

Louisville, KY 40203

*City, State & Zip*

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

*Signature of Authorized Company Representative – Title*

Demond M. Bethel  
*Representative's Name (Typed or printed)*

502.566.3030

502.566.3035

*Area Code - Phone - Extension*

*Fax #*

DB@Levyeps.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, Demond Bethel, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Demond Bethel and he/she is the individual submitting the bid or is the authorized representative of Toni Levy & Associates, Inc. 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.

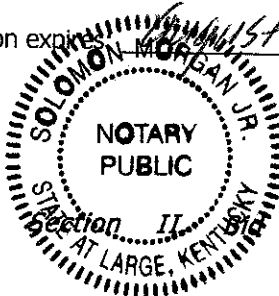
Further, Affiant sayeth naught. \_\_\_\_\_

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Demond Bethel on this the 27th day of May, 2020

My Commission expires August 04, 2021



Solomon Morgan Jr.  
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II 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 Bid#47-2020 Headworks Generator & Automatic Transfer Switch**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507
- 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 N/A percent~~ of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the*

*contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal,

to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.



## 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.*

Signature

Toni Levy & Associates, Inc.  
Name of Business

## 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:

1. 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 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 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.

X1  
Signature

Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Toni Levy + Associates, Inc.

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 or Latino)		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					X											
Professionals	2	X				X											
Superintendents	0																
Supervisors	0																
Foremen	0																
Technicians	0																
Protective Service	0																
Para-Professionals	0																
Office/Clerical	0																
Skilled Craft	0																
Service/Maintenanc	0																
<b>Total:</b>	<b>3</b>																

Prepared by: Demond M. Bethel (Sales/Contracts) Date: 05/27/20  
 (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](mailto: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.
- 2) 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**

- 1) 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:
  - a) 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**

- 1) 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.

- 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
  - 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 MWDBE 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 MWDBE 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
- l. 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.
- 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.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

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](mailto: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 fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal 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 fifty-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.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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>)

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



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 47-2020

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. (TLO) ToniLevy.com Toni Levy + Associates 1608 W. Broadway Louisville, KY 40203 (502) 566-3030	MBE/WBE (Minority & Woman)	SUPPLY Generator	\$36,734.30	\$36,734.30
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.

Toni Levy & Associates, Inc.

Demond Bethel

Company

Company Representative

05/27/20  
Date

(Sales/Contracts)  
Title



**LEXINGTON**

**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 47-2020

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.				
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.

Toni Levy & Associates, Inc.  
Company

Demond Bethel  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 47-2020

The substituted MWDBE 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
1.					
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.

Toni Levy & Associates, Inc.  
Company

Demond Bethel  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 47-2020

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> Toni Levy & Associates, Inc.	<b>Contact Person</b> Demond Bethel
<b>Address/Phone/Email</b> 1608 W. Broadway, Louisville, KY 40203 502.566.3030 - DB@Levyeps.com	<b>Bid Package / Bid Date</b>

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	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
	Demond Bethel	(502) 566-3030		supplies	email/telephone	\$36,734.30		

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Toni Levy & Associates, Inc.  
 Company  
05/27/2020  
 Date

Demond Bethel  
 Company Representative  
(Sales/contracts)  
 Title



# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% 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.

Bid/RFP/Quote # \_\_\_\_\_  
 Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

<b>Project Name/ Contract #</b> 47-2020 Headworks Generator & Automatic Transfer Switch	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b> Toni Levy & Associates, Inc	<b>Address:</b> 1608 W Broadway, Louisville, KY 40203
<b>Federal Tax ID:</b> 61-1397099	<b>Contact Person:</b> Demond Bethel

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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 misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Toni Levy & Associates, Inc.  
 \_\_\_\_\_  
 Company

Demond Bethel  
 \_\_\_\_\_  
 Company Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 47-2020**

---

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 MWDBE 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.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE 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

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

Toni Levy & Associates, Inc.

Demond Bethel

Company

Company Representative

Date

05/27/20

Title

(Sales/contracts)

**Bid Specifications**  
**For**  
**Standby Generator and Automatic Transfer Switch**  
**For**  
**Town Branch WWTP**

**GENERAL**

1. The successful Bidder will provide/supply the Standby Generator and Automatic Transfer Switch, **equipment only**, as specified within for use at the Headworks Building at the Town Branch Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. Installation of Standby Generator, Automatic Transfer Switch and associated accessories to be performed by a General Contractor to be selected from a separate bidding process.
3. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.

**SCOPE OF SUPPLY**

1. Provide/supply new Standby Generator, Weather Protective and Sound Attenuated Enclosure, Automatic Transfer Switch and associated accessories as specified.

**GENERAL REQUIREMENTS**

1. Standby Generator Set must provide/include the following:
  - a. Rating: 80kW
  - b. Certification: EPA NSPS S.I. STATIONARY EMERGENCY Emission Standards
  - c. Fuel: Natural Gas
  - d. Excitation: Permanent Magnet (PM)
  - e. Frequency: 60 Hz
  - f. Voltage: 480 V
  - g. Duty: Standby
  - h. Control Panels
  - i. Starting/Charging System
  - j. UL 2200 Listed
  - k. CSA Certified
  - l. Sound Attenuated, Weather Protective Cover
  - m. Suitable for Use as Service Equipment (SUSE)

Specification Compliant	
Yes	No
X	

2. Automatic Transfer Switch must provide/include the following characteristics:

- a. Withstand: 3 Cycle
- b. Configuration: Dual Motor
- c. Operation: Automatic
- d. Amperage: 100
- e. Hertz: 60
- f. Phase: 3
- g. Mounting: Wall Mounted
- h. Closing and Withstand Rating: 42,000 RMS
- i. Switch Type: Transfer Switch
- j. Bypass Type: No Bypass
- k. Poles: 4
- l. Voltage: 277/480
- m. Wire: 4
- n. Lugs: Mechanical
- o. Enclosure: NEMA 1

Specification Compliant	
Yes	No
X	

**QUALITY ASSURANCE**

1. All "Standby Generator and Automatic Transfer Switch" equipment furnished under this specification shall be of a design and manufacturer that has been used in similar applications and it shall be demonstrated to the "Owner" that the quality is equal to or better than the equipment made by the manufacturer specifically named within.

Specification Compliant	
Yes	No
X	

2. Manufacturer(s) submitting "as equal" "Standby Generator and Automatic Transfer Switch" equipment must have a minimum of ten years manufacturing experience and provide a reference list of other similar installations, including contact names and telephone numbers. Owner shall have the option to go on-site and review equipment, installation, and performance of alternate brand.

Specification Compliant	
Yes	No
X	

**DETAILED REQUIREMENTS**

1. Standby Generator Set shall be the Caterpillar Model DG80-2 and the Automatic Transfer Switch shall be the Russelectric Model No: RTS03-ATB1004AMW1 or Owner approved equal.

Specification Compliant	
Yes	No
X	

2. Generator Set Features: (The following features must be included)

- a. SCAQMD & EPA compliance
- b. 60hz 3ph 480/277v
- c. Standby power
- d. 60 HZ, 80 kw
- e. English panel language
- f. UL 2200 listed package gen set
- g. English instruction language
- h. Standard warranty
- i. Space heater
- j. LC3114D 60 Hz SE ALT AM
- k. Permanent Magnet Excitation
- l. 105C Temp Rise Over 40C Amb
- m. Skid Base
- n. Natural Gas
- o. Gas Pressure Sensor
- p. Weather Protective Enclosure
- q. Standard Panel Door With Enclosure
- r. Control Panel
- s. NFPA Bundle
- t. Standard Battery
- u. NFPA Battery Charger UL 10A 120VAC
- v. Jacket Water Heater
- w. Oil Temp Gauge and Sender
- x. Volt Free Contacts Genset Run
- y. Low Coolant Level Shutdown
- z. Coolant Level Reservoir
- aa. Vibration Isolators
- bb. Single Circuit Breaker
- cc. 150A 100% Rated Breaker
- dd. Neutral Bar Only 125 to 400A
- ee. Auxiliary Contacts
- ff. Standard Air Cleaner
- gg. Standard Radiator
- hh. Enclosure Silencer
- ii. 1 Remote Annunc
- jj. Remote E-Stop Button
- kk. STD – Pkg Gen Set 0.8 PF
- ll. PGS Test Report @ 0.8 PF

Specification Compliant	
Yes	No
X	

**3. Generator Set Specifications:**

Generator Set Specifications	
Rating	80 ekW (100 kVA)
Voltage	480, 208 Volts
Frequency	60 Hz
Speed	1800 rpm

Specification Compliant	
Yes	No
X	

**4. Generator Set Configurations:**

Generator Set Configurations	
Emissions / Fuel Strategy	U.S. EPA Certified for Stationary Emergency Application

Specification Compliant	
Yes	No
X	

**5. Engine Specifications:**

Engine Specifications		
Engine Model	5.7 L V8, 4-cycle	
Bore	101.06	4.0 in
Displacement	5.7 L	350 in <sup>3</sup>
Stroke	88.4 mm	3.48 in
Compression Ratio	9.4:1	
Aspiration	Turbocharged	
Governor Type	Electronic	
Fuel Type	Natural Gas	
Fuel Pressure	2.7 – 3.5 kPa	11 – 14 in. water

Specification Compliant	
Yes	No
	X

**6. Package Performance:**

Package Performance	
Fuel	Natural Gas
Generator Set Power Rating with Fan @ 0.8 Power Factor	80 ekW
Generator Set Power Rating	100 kVA

Specification Compliant	
Yes	No
X	

**7. Fuel Consumption with Natural Gas:**

Fuel Consumption with Natural Gas		
100% Load with Fan	26.3 m <sup>3</sup> /hr	928 ft <sup>3</sup> /hr
75% Load with Fan	23.8 m <sup>3</sup> /hr	840 ft <sup>3</sup> /hr
50% Load with Fan	17.9 m <sup>3</sup> /hr	631 ft <sup>3</sup> /hr

Specification Compliant	
Yes	No
	X

**8. Cooling System:**

Cooling System		
Engine Coolant Capacity	7.8 L	2.1 gal

Radiator Coolant Capacity	8.8 L	2.3 gal
Engine Coolant Capacity with Radiator /Exp Tank	16.6 L	4.4 gal
Air flow Restriction (System)	0.12 kPa	0.48 in. water

Specification Compliant	
Yes	No
	X

9. Inlet Air:

Inlet Air		
Combustion Air Inlet Flow Rate	6.9 m <sup>3</sup> /min	244 cfm

Specification Compliant	
Yes	No
	X

10. Exhaust System:

Exhaust System		
Exhaust Stack Gas Temperature	722°C	1332°F
Exhaust Gas Flow Rate	22.3 m <sup>3</sup> /min	787 cfm
Exhaust System Backpressure(maximum allowable)	10.2 kPa	40.9 in water

Specification Compliant	
Yes	No
	X

11. Heat Rejection:

Heat Rejection		
Heat Rejection to Coolant	62.0 kW	3525 Btu/min
Heat Rejection to Atmosphere from Generator	7.1 kW	404 Btu/min

Specification Compliant	
Yes	No
X	

12. Alternator:

Alternator		
Motor Starting Capability @ 30% Voltage Dip	480V: 215skVA	208V: 168skVA
Frame	LC3114D	
Temperature rise	105°C	221 °F
Excitation	Self Excited	

Specification Compliant	
Yes	No
X	

13. Lube system:

Lube System		
Sump Refill with filter	4.7 L	1.24 gal.

Specification Compliant	
Yes	No
X	

14. Emissions

Emissions	
NOX + HC	13.4 g/kW-hr
CO	519 g/kW-hr

Specification Compliant	
Yes	No
X	

**STANDARD EQUIPMENT – GENERATOR SET**

Specification Compliant	
Yes	No
X	

1. Air Inlet:
  - a. Single element air filter
  
2. Cooling:
  - a. Radiator and cooling fan complete with protective guards
  - b. Standard ambient temperatures up to 50°C (122°F)
  
3. Exhaust:
  - a. Exhaust outlet with 2" pipe
  
4. Fuel:
  - a. Natural Gas
  - b. Dual lock off valves
  - c. NPT connection
  
5. Generator:
  - a. Matched to the performance and output characteristics of engine
  - b. IP23 protection
  - c. Integrated Voltage Regulator
  
6. Governor:
  - a. Electronic Governor (non-adjustable)
  
7. Control Panels:
  - a. EMCP 4.2 Series generator set controller
  
8. Mounting:
  - a. Rubber vibration isolators
  
9. Starting/Charging:
  - a. 12 volt starting motor
  - b. Batteries with rack and cables



**OPTIONAL EQUIPMENT – GENERATOR SET**

Specification Compliant	
Yes	No
X	

1. Generator:
  - a. Excitation: Permanent Magnet Excited (PM)
  - b. Oversize and premium generators
  - c. Anti-Condensation heater
  
2. Starting/Charging:
  - a. Battery charger – UL Listed 10 amp
  - b. Jacket water heater
  - c. Battery heater
  - d. Lube oil sump heater
  
3. General:
  - a. UL 2200 Listed
  - b. CSA Certified
  - c. Enclosures: sound attenuated, weather protective
  - d. Automatic Transfer Switches (ATS)
  - e. Suitable for Use as Service Equipment (SUSE)

**AUTOMATIC TRANSFER SWITCH**

1. **Equipment Description: The Automatic Transfer Switch shall be the Russelectric Model No: RTS03-ATB1004AMW1 or Owner approved equal.**

Specification Compliant	
Yes	No
X	

- a. The dual operator automatic transfer switch shall be provided with the following accessories:

Automatic Transfer Switch Accessories	
CES	Form "C" contact to initiate engine starting or other customer functions
CS1A	Form "C" contact to indicate source availability. This relay action is before engine starting time delay, with source 1 status relay. Quantity of two (2).
CS1P	Auxiliary contact closed to source 1 positions, wired to terminal strip for customer connection. Quantity of two (2).
CS2A	Form "C" contact to indicate source 2 availability with source 2 status relay. Quantity of two (2).
CS2P	Auxiliary contact closed to source 2 position, wired to terminal strip for customer connection. Quantity of two (2).
EMO	External Manual Operator to allow for safe manual operation without opening enclosure door.
LT1	Green LED on Operator Interface Panel to indicate switch in source 1 position
LT2	Red LED on Operator Interface Panel to indicate switch in source 2 position
LT3	Green LED on Operator Interface Panel to indicate source 1 power available
LT4	Red LED on Operator Interface Panel to indicate source 2 power available
LT20	Red LED to indicate transfer inhibit
LT21	Red LED to indicate alarm condition

a. Table continued from page 7 of 11

<b>Automatic Transfer Switch Accessories</b>	
TDEC	Engine overrun to provide unloaded engine operation after transfer to source 1 (Delay for engine cool down), programmable 0.0-60.0 min:ss, factory set at 5 minutes.
TDES	Time delay to override momentary source 1 power outages to delay engine start signal and transfer switch operation. Programmable 0.0-259.0 min:ss, factory set at 3.0 seconds (A setting greater than 10 seconds requires an external 24 VDC, 1 amp power supply).
TDNNP	Time delay to control contact transition time from neutral to non-preferred source. Programmable 0.0-10.0 min:ss, factory set at 1 second.
TDNP	Time delay to control contact transition time from neutral to preferred source. Programmable 0.0-10.0 min:ss, factory set at 1 second.
TDNPS	Time delay on transfer to non-preferred source. Programmable 0.0-259.0 min:ss, factory set at 3.0 seconds
TDPS	Time delay on transfer to preferred source. Programmable 0.0-259.0 min:ss, factory set at 30 minutes.
VFS1	Programmable set points: Under voltage sensing source 1 to restore at 90% and fail at 80%. Over voltage sensing to pick up at 110% and drop out at 108%. Under frequency sensing is adjustable from 45 Hz to 60 Hz. Failure set at 59.0 Hz and restore set at 59.5 Hz. Over frequency sensing is adjustable from 60.1 Hz to 69.8 Hz. Failure set at 60.8 Hz and restore set at 66.0 Hz.
VFS2	Programmable set points: Under voltage sensing source 2 to restore at 90% and fail at 80%. Over voltage sensing to pick up at 110% and drop out at 108%. Under frequency sensing is adjustable from 45 Hz to 60 Hz. Failure set at 59.0 Hz and restore set at 59.5 Hz. Over frequency sensing is adjustable from 60.1 Hz to 69.8 Hz. Failure set at 60.8 Hz and restore set at 66.0 Hz.
XK1	Two-position key operated load test switch to simulate source 1 power failure. (With 5 keys)
XK12	Two-position key operated selector switch to select either automatic or manual transfer operation. Nameplate marked: "TRANSFER MODE SELECTOR SWITCH".
XP12	One pushbutton to retransfer the ATS to Source 1 position and one pushbutton to transfer the ATS to Source 2 position. Operable only when two position selector switch is in the manual position.
XX	Full five (5) year parts and labor warranty
XX	Factory Field Service Startup

**WEATHER PROTECTIVE AND SOUND ATTENUATED ENCLOSURE**

1. Enclosure shall be of **Highly Corrosion Resistant Construction** with the following features:

- a. Stainless steel flush-fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- b. Zinc-plated or stainless steel fasteners
- c. Body constructed from 16-gauge steel components treated with polyester powder
- d. Overhead door with lift-assist strut on service side
- e. Lift-off doors on both sides and removable front panel
- f. Vertically hinged side door for control panel access
- g. Lube oil and coolant drains piped to the exterior of the enclosure base
- h. Large cable entry area for installation ease
- i. Lockable access doors which give full access to control panel and breaker
- j. Cooling fan and battery-charging alternator fully guarded
- k. Oil fill, and battery can only be reached via lockable access
- l. Stub-up area to be rodent proof
- m. Externally-mounted emergency stop button
- n. Weather protected enclosure
- o. Sound attenuated level 1 weather protective with critical silencer
- p. Paint: Caterpillar Yellow or White (Owner to select color)

Specification Compliant	
Yes	No
X	

**START-UP / TESTING / TRAINING**

1. Winning Bidder/Vendor shall provide the following:

- a. Resistive Load Bank Test: 2 – hours
- b. Start-up by equipment manufacturer/vendor authorized Technician
- c. Training for Town Branch WWTP personnel

Specification Compliant	
Yes	No
X	

**SUBMITTALS**

1. Submit shop drawings and product data for submitted product(s)

Specification Compliant	
Yes	No
X	

2. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all limitations of the warranty.

Specification Compliant	
Yes	No
X	

3. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception

Specification Compliant	
Yes	No
X	

4. All equipment and materials shall be new and shall be specially designed or selected for the function and service specified.

Specification Compliant	
Yes	No
X	

5. Operation and Maintenance Manuals: Prior to delivery of equipment and up-dated as required during the installation of the equipment, the Manufacturer shall furnish complete and detailed installation, operation, and maintenance manuals, minimum of two (2) hard copies and one (1) electronic copy (if available), which shall include the following information as a minimum requirement:

Specification Compliant	
Yes	No
X	

- a. Name, address, and phone number of nearest competent service organization who can supply parts and service. If this is not the Manufacturer's own service department, then furnish the letters confirming that the named organization has been factory authorized to represent the manufacturer of the equipment furnished.
- b. Installation, operation, and maintenance instructions/brochures, assembly views, lubrication instructions and replacement parts list.
- c. All required operating instructions.
- d. All required maintenance instructions including schedules of routine maintenance.

Please write in the unit price per item below.

Quantity	Item	Description	Unit Price	Total Price
1	Stationary Standby Power Generator Set (equipment only)	Standby Power Generator Set as specified within, <b>Caterpillar Model DG60-2</b> , 80 kW, Natural Gas, Permanent Magnet Excitation, 60 Hz 3PH 480/277V, or Owner approved equal		
1	Automatic Transfer Switch (equipment only)	Microprocessor controlled automatic transfer switch as specified within, <b>Russelectric Model No. RTS03-ATB1004AMW1</b> , 3 cycle, dual motor, automatic, 100Amp, 60 Hz, 3 Phase, Transfer Switch, No Bypass, 4 Poles, 277/480 Volts, 4 wire, mechanical lugs, NEMA 1 enclosure, or Owner approved equal		
1	Weather Proof and Sound Attenuated Enclosure (equipment only)	Highly corrosion resistant construction, weather protective and Level 1 sound attenuated as specified within, or Owner approved equal		

OR EQUAL SUBMITTAL				
Quantity	Item	Description	Unit Price	Total Price
1	Stationary Standby Power Generator Set (equipment only)			
1	Automatic Transfer Switch (equipment only)			
1	Weather Proof and Sound Attenuated Enclosure (equipment only)			

SPECIAL INSTRUCTIONS TO BIDDER:

- For bidding questions contact Brian Marcum, Division of Central Purchasing, @ 859-258-3325.

ALL UNIT PRICES MUST BE SUBMITTED VIA ION WAVE ON THE LINE ITEMS TAB

## Evapar Information

Address: 11120 Plantside Dr  
Louisville, KY 40065  
Phone: (502) 267-6315  
Fax: (502) 267-6206

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Signature \_\_\_\_\_

Email \_\_\_\_\_

## Bid Lines

### 1 Stationary Standby Power Generator Set (equipment only)

Standby Power Generator Set as specified within,

Caterpillar Model DG80-2, 80 kW, Natural Gas, Permanent Magnet Excitation, 60 Hz 3PH 480/277V, or Owner approved equal

Quantity:   1   UOM:   Each   Unit Price:  Total:

Manufacturer:

Manufacturer #:

### 2 Automatic Transfer Switch

(equipment only)

Microprocessor controlled automatic transfer switch as specified within, Russelectric Model No. RTS03-ATB1004AMW1, 3 cycle, dual motor, automatic, 100Amp, 60 Hz, 3 Phase, Transfer Switch, No Bypass, 4 Poles, 277/480 Volts, 4 wire, mechanical lugs, NEMA 1 enclosure, or Owner approved equal

Quantity:   1   UOM:   Each   Unit Price:  Total:

Manufacturer:

Manufacturer #:

### 3 Weather Proof and Sound Attenuated Enclosure

(equipment only)

Highly corrosion resistant construction, weather protective and Level 1 sound attenuated as specified within, or Owner approved equal

Quantity:   1   UOM:   Each   Unit Price:  Total: