



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: December 4, 2014

INVITATION TO BID #199-2014 High Pressure Air Lifting Bag System

Bid Opening Date: December 18, 2014 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

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 **12/18/2014**. 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: See Specifications

Bid Security Required: ___ Yes X No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___ Yes X No

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| <p>Check One: ___ Bid Specifications Met <u>X</u> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p> | <p>Proposed Delivery: <u>45</u> days after acceptance of bid.</p> |
| <p>Procurement Card Usage—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 <u>X</u> No</p> | |

Submitted by: EMERGENCY EQUIPMENT
Firm Name

PO BOX 75321
Address

CINCINNATI, OH 45275
City, State & Zip

Bid must be signed: X *Michael H. Brady* **OWNER**
(original signature) **Signature of Authorized Company Representative – Title**

MICHAEL H. BRADY
Representative's Name (Typed or printed)

859-359-4502 859-359-4503
Area Code - Phone – Extension *Fax #*

EEResQ@cs.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, Michael H. Brady, and after being first duly sworn under penalty of perjury as follows:

Michael H. Brady

1. His/her name is Michael H. Brady and he/she is the individual submitting the bid or is the authorized representative of EMERGENCY EQUIPMENT 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 Boone

The foregoing instrument was subscribed, sworn to and acknowledged before me by Michael Brady on this the 18th day of December, 2014.

AMANDA J. THACKER
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 10/29/2017

My Commission expires: 10-29-17

Amanda Thacker
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). 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 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 #199-2014 High Pressure Air Lifting Bag System & Accessories"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of 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.
- 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.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All Invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

EQUAL OPPORTUNITY AGREEMENT

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 handicap.

- 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:

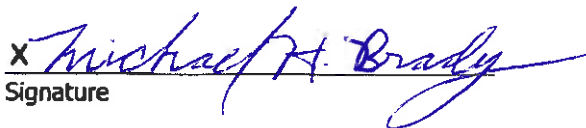
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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, Vietnam veterans, handicapped and aged persons.

X 
Signature

EMERGENCY EQUIPMENT
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.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. **Addenda:** All addenda, 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. 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.
19. 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.

X 
Signature

December 18, 2014
Date

| Specifications | Bidder Complies | |
|---|-----------------|----|
| | Yes | No |
| <u>SPECIFICATIONS FOR HIGH and MEDIUM PRESSURE AIRBAGS for RESCUE APPLICATIONS</u> | | |
| High Pressure Air Lifting Bag System and Accessories | | |
| Scope and Classification | | |
| I. Scope This specification covers a new and commercially produced high-pressure air lifting bag system and accessories. | YES | |
| II. Classification These specifications cover the minimum requirements for a high pressure Air Lifting Bag System. The system will consist of individually sized high pressure Air Lifting Bags and Accessories. This equipment is to be used by the Lexington Division of Fire and Emergency Services personnel for the purpose of rescue, extrication, forcible entry and related lifting and spreading operations. | YES | |
| III. Applicable Documents Any manufacturer or vendor responding to this bid shall enclose in their proposal at the time of bid any documents required in these specifications. It is the responsibility of the vendor to be sure that the proposal submitted meets all requirements of these specifications. Bids which fail to comply with these requirements shall not be considered for award. | YES | |
| IV. Materials The high-pressure air bags delivered under these specifications shall be standard commercial products which meet or exceed the requirements of this specification. The components and optional items shall be as represented in the manufacturer's current sales and technical data. Materials used in construction of the high pressure air bag system and accessories shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended. | YES | |
| V. Training Three consecutive days of training shall be provided covering the use, maintenance, and limitations of the high-pressure air lifting bags and accessories covered in this specification. | YES | |
| VI. Exceptions to Specifications It is not the intent of these specifications to restrict or prevent any vendor from submitting a proposal on his product. Due to the fact that the equipment specified is to be used under emergency and hazardous conditions where human life may be at risk the following must apply: Any exception(s) to these specifications indicated herein must be clearly pointed out otherwise it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a high pressure airbag system meeting these specifications. Any exception taken shall be listed by number and noted on the exception sheet found at the end of these specifications. | YES | |

| Specifications | Bidder Complies | |
|--|--|----|
| | Yes | No |
| <p>VII. Information and Descriptive Literature Bidders must furnish all information requested and in the space provided on the bid form. In addition, vendors shall supply at least two (2) complete sets of sketches, descriptive literature, and complete specifications covering the products offered. Bids not meeting this requirement will be rejected.</p> <p>IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THIS BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.</p> <p>NAME OF THE FIRM EMERGENCY EQUIPMENT SIGNED BY: must be signed in ink by a company officer <i>X Michael A. Brady</i> TITLE OWNER / SOLE PROPRIETOR MANUFACTURER OF HIGH PRESSURE AIR BAG LIFTING SYSTEM and ACCESSORIES MODEL(S) BID PARATECH – MAXIFORCE DELIVERY WILL BE MADE IN <u>45</u> DAYS.</p> <p>SPECIAL NOTE: Variances or exceptions must be noted by number on the following pages and explained in full detail on the last page(s) of this specification. Vendors whose bid fails to comply with this requirement will not be accepted.</p> <p>GENERAL CONDITIONS (WARRANTY) The following is a description of the high pressure air bag system that will meet the minimum requirements of this specification. These specifications are to be considered as minimum and are expressed as such. If the high pressure airbag system, accessories, and component parts delivered under this contract do not comply with these specifications the system will not be accepted. Any vendor failing to meet his obligations required as part of this contract may be forced to pay damages to this agency. Such damages shall not exceed the amount required to obtain a replacement high pressure airbag system and accessories meeting the requirements of this specification.</p> <p>1.00 Warranty and Service Requirements This agency subscribes whenever possible to a "Buy American" policy. With respect to service and the possible difficulty of obtaining replacement parts, the rescue system supplied under this contract shall be made in the United States.</p> <p>NOTE: ANY AND ALL EXCEPTIONS TO THESE SPECIFICATIONS SHALL BE LISTED AND BE REFERRED BY PARAGRAPH.</p> | <p>YES</p> <p>NO See exceptions.</p> <p>YES</p> <p>YES</p> | |

| Specifications | Bidder Complies | |
|--|------------------------|----|
| | Yes | No |
| <p>1.01 <u>Warranty</u> The high pressure air bag system and accessories in response to these specifications shall be warranted against defects in materials and workmanship for a period of twelve months from the date of purchase. The seller agrees to replace, without charge, any parts shown to be defective under the terms of this warranty.</p> | YES | |
| <p>1.02 <u>Post Warranty</u> The service life of the high pressure airbag system is expected to be considerably longer than the warranty period, consideration must be given to the origin of components. The successful vendor shall state the name, city, state, and country of the actual manufacturer of the following primary system components. Failure to disclose this information will be cause for rejection.</p> | YES | |
| <p>1.03 Air Lifting Bags PARATECH, INC., FRANKFORT, IL, USA 1.04 Pressure Regulator " " 1.05 Safety Control Valve " " 1.06 Air Fittings " " 1.07 Safety Relief Valves " "</p> | | |
| <p>GENERAL CONDITIONS (High Pressure Air Lifting Bag)</p> | | |
| <p>2.00 <u>Construction Features</u> The high pressure air lifting bags shall be constructed of multiple plies of Neoprene and Neoprene coated Kevlar. There shall be a minimum of three plies covering the entire top and bottom surface of the Air Lifting Bag. For the purpose of centering a load, each bag shall have two yellow diagonal stripes, in the form of an "X" molded into each side of the lifting bag.</p> | YES | |
| <p>2.01 <u>Reinforcement</u> The high pressure air lifting bags shall be reinforced with an aramid fiber cord. Steel wire construction will be rejected because of its weight, susceptibility to rust and corrosion, lack of flexibility, and inherent fatigue factor associated with repeated inflation and deflation cycles.</p> | YES | |
| <p>2.02 <u>Material</u> The high pressure air lifting bag shall be constructed of Neoprene. Air Bags constructed of butyl or rubber compounds, with or without neoprene covering, will not be accepted. The air bag must be able to function properly even if they come in direct contact with fuels, solvents, and other assorted hazardous chemicals. A chemical compatibility guide will be furnished with this bid.</p> | YES | |
| <p>2.03 <u>Connection</u> Each high pressure air lifting bag shall be equipped with at least a 1/8" NPT female connection to which shall be attached a quick disconnect nipple capable of being replaced should it be damaged.</p> | YES | |
| <p>2.04 <u>Stacking Surface</u></p> | YES | |

| Specifications | | | | Bidder Complies | |
|--|----------------------|------------------------|---------------------------|-----------------|--------------------------------|
| | | | | Yes | No |
| All high pressure air lifting bags must be certified by the manufacturer to have a true "Stacking Surface". A "Stacking Surface" for the purpose of these specifications shall be defined as a molded dimpled, non-skid surface that will interlock with a similar surface stacked on top of it. | | | | YES | |
| <u>2.05 Vertical Placement Provision</u> High Pressure Air Lifting Bags greater than 15 inches by 15 inches (35.56 cm. X 35.56 cm.) shall have at a minimum two molded eyelets on one edge of the lifting bag., for the purpose of vertical placement, recovery, carrying, remote tethering and positioning. | | | | YES | |
| <u>3.00 High Pressure Air Lifting Bags</u> Each high pressure air lifting bag shall have a maximum thickness of 1 inch (2.54 cm). The bags will have a maximum working pressure of 118 psi (8 bars) The following size, weight, capacity, and lift height high pressure air lift bags will be included in the bid: | | | | | NO |
| | | | | | See exceptions. (A-1 & A-2) |
| <u>Dimensions</u> | <u>Weight</u> | <u>Capacity</u> | <u>Lift Height</u> | | |
| 3.01-6in x 6in x 5/8in | 2 lbs | 1.2 tons | 3.0 in | | " |
| 3.02-6in x 12in x 5/8in | 3 lbs | 2.8 tons | 3.5 in | | " |
| 3.03-10in x 10in x 5/8 in | 4 lbs | 4.3 tons | 5.4 in | | " |
| 3.04-12in x 12in x 3/4in | 5 lbs | 6.5 tons | 6.4 in | | " |
| 3.05-12in x 18in x 3/4in | 9 lbs | 10.2 tons | 7.5 in | | " |
| 3.06-15in x 15in x 3/4in | 10 lbs | 10.8 tons | 8.2 in | | " |
| 3.07-15in x 21in x 3/4in | 13 lbs | 15.0 tons | 9.0 in | | " |
| 3.08-20in x 20in x 3/4in | 16 lbs | 20.2 tons | 11.0 in | | " |
| 3.09-20in x 26in x 3/4in | 20 lbs | 26.8 tons | 11.7 in | | " |
| 3.10-24in x 24in x 3/4in | 22 lbs | 29.9 tons | 13.0 in | | " |
| 3.11-15in x 42in x 3/4in | 23 lbs | 31.1 tons | 9.3 in | | " |
| 3.12-28in x 28in x 3/4in | 30 lbs | 41.5 tons | 15.0 in | | " |
| 3.13-32in x 32in x 1 in | 40 lbs | 54.9 tons | 17.0 in | | " |
| 3.14-37in x 37in x 1 in | 60 lbs | 70.2 tons | 20.0 in | | " |

| Specifications | Bidder Complies | |
|--|--------------------|--------------------------------|
| | Yes | No |
| <p>4.00 <u>MASTER CONTROL PACKAGE</u> (General Conditions) The master control package shall contain controls, fittings, adaptors and color coded air hoses that are most commonly used in field applications. The following list items in the master control package that will be included in this bid.</p> | YES | |
| <p>5.00 <u>High Pressure Regulator</u> The regulator must be capable of reducing inlet pressure of 6000psi to a working pressure of 135 psi. A single setting pressure reducer without the below listed specifications will not be accepted.</p> | | NO See exceptions. (A-1) |
| <p>5.01 <u>Regulator Type</u> The regulator shall be a piston type, that can be pre-set for its intended use</p> | YES | |
| <p>5.02 <u>Regulator Inlet</u> The regulator shall have a high pressure inlet to accept both CGA346 and CGA347 air fittings</p> | YES | |
| <p>5.03 <u>Regulator Outlet</u> The regulator outlet shall have a shut off valve</p> | YES | |
| <p>5.04 <u>Pressure Relief Valve</u> The regulator shall have a self resetting pressure relief valve</p> | YES | |
| <p>5.05 <u>Regulator Ganges</u> The regulator shall have gauges showing inlet and outlet pressures.</p> | YES | |
| <p>6.00 <u>Dual Push Button Controller</u> The control mechanism is to be designed and manufactured to safely control the inflation and deflation of one or two high pressure air lifting bags.</p> | YES | |
| <p>6.01 <u>Controls</u> Each high pressure air lifting bag shall be capable of being raised or lowered independently or simultaneously by means of a push button control</p> | YES | |
| <p>6.02 <u>Controller Type</u> The controller will be of the the "Deadman Style", requiring positive pressure on the push buttons during inflation or deflation.</p> | YES | |
| <p>6.03 <u>Color Coding</u> Each of the four push buttons shall be color coded to denote the "Inflate" and "Deflate" function of the valve</p> | YES | |
| <p>6.04 <u>Controller Relief Valve</u> Each controller shall be equipped with two self-resetting relief valves to prevent</p> | YES | |

| Specifications | Bidder Complies | |
|---|-----------------|--------------------------------|
| | Yes | No |
| accidental over pressurization of the high pressure air lifting bags. The relief valve will be factory set at 118 psi | | NO See exceptions. (A-1) |
| 6.05 Controller Gauges The controller will be equipped with two multi colored operating gauges. The safe operating range, 0-118 psi shall be clearly identified with a green background. The unsafe operating range, over 118 psi shall have a red background. Each gauge shall be a minimum of 2 inches in diameter and be protected with a Neoprene guard. | | NO See exceptions. (A-1) |
| 6.06 Controller Portability The controller shall be designed for maximum portability and confined space operations an adjustable carrying strap will be provided to allow maximum operator mobility. | YES | |
| 6.07 Air Inlet/Outlet The controller shall be equipped with a single air inlet and two air outlets. Both the inlet and outlets shall be spring-loaded, female, quick connect couplings complete with a threaded lock ring. | YES | |
| 7.00 HOSES All hoses shall be equipped with a quick disconnect nipple and coupling that are compatible with the entire system | YES | |
| 7.01 Diameter The inside diameter of the hose shall be 3/8 inch | YES | |
| 7.02 Hose Length The hose will have a minimum length of 16 feet | YES | |
| 7.03 Pressures The hose shall have a working pressure of 300 psi and a burst pressure of 1000 psi | YES | |
| 7.04 Temperature Range The usable temperature range of the hose shall be -40 F to 150 F continuous service | YES | |
| 7.05 Couplings Each hose shall be equipped with a brass male nipple and brass female quick-connect coupler. The female coupler must include a threaded locking ring installed to prevent accidental separation of the connector set. All couplings and nipples must be field replaceable using common hand tools. All couplings must be "closed" type that automatically stops airflow when disconnected. | YES | |
| 7.06 Colors A black, red, yellow, blue, and green colored hose shall be provided. Each hose will meet the length set forth in 7.02 | YES | |

| Specifications | Bidder Complies | |
|---|-------------------------|------------------------------|
| | Yes | No |
| <p>8.00 Shut Off Valve with Safety Relief The high pressure air lifting bag will have a shut-off valve with a safety relief, to allow the bag to remain safely inflated after it has been disconnected from the controller. It shall be manufactured from aluminum, shall be an inline shut off and should have a quick connect brass coupler with a self-resetting relief valve set at 135 psi</p> | YES | |
| <p>9.00 Twist Lock Adaptor and Shut Off The high pressure air bag lifting system shall be supplied with a twist lock adaptor and shut off valve to use an alternative air supply. It shall included a twist lock connector common to most high capacity construction type air compressors, inline shut off and air lifting bag nipple outlet.</p> | YES | |
| <p>10.00 Industrial Adaptor and Shut Off Allows the air lifting bag system to use most industrial compressed air systems. It shall included universal quick connect, inline shut off and airlifting bag nipple outlet.</p> | YES | |
| <p>11.00 "Y" Connectors Shall be provided to connect multiple air hoses, lifting bags and accessories. It shall be brass and aluminum fittings consisting of one nipple and two couplings.</p> | YES | |
| <p>12.00 Locking Tire Chuck Shall be provided to draw air from truck tires or to inflate tires at a highway emergency. A locking chuck and nipple will be provided.</p> | YES | |
| <p>13.00 Nipples An assortment of 6 brass replacement nipples shall be provided.</p> | YES | |
| <p>GENERAL CONDITIONS (BID PRICE)</p> | | |
| <p>14.00 High Pressure Air Lifting Bags and Accessories Bid Price Bidder offers the following prices for the High Pressure Air Lifting Bags and Accessories specified in the above bid statement.</p> | YES | NO |
| -6in x 6in x 5/8 in high pressure air bag | \$ <u>324.00</u> each | |
| -6in x 12in x 5/8in high pressure air bag | \$ <u>429.00</u> each | " |
| -10in x 10in x 5/8 in high pressure air bag | \$ <u>578.00</u> each | " |
| -12in x 12in x 3/4in high pressure air bag | \$ <u>644.00</u> each | " |
| -12in x 18in x 3/4in high pressure air bag | \$ <u>688.00</u> each | " |
| -15in x 15in x 3/4in high pressure air bag | \$ <u>754.00</u> each | " |
| -15in x 21in x 3/4in high pressure air bag | \$ <u>803.00</u> each | " |
| -20in x 20in x 3/4in high pressure air bag | \$ <u>1,007.00</u> each | " |
| -20in x 26in x 3/4in high pressure air bag | \$ <u>1,073.00</u> each | " |
| -24in x 24in x 3/4in high pressure air bag | \$ <u>1,128.00</u> each | " |
| -15in x 42in x 3/4in high pressure air bag | \$ <u>1,298.00</u> each | " |
| -28in x 28in x 3/4in high pressure air bag | \$ <u>1,788.00</u> each | " |
| -32in x 32in x 1 in high pressure air bag | \$ <u>2,174.00</u> each | " |
| | | See exceptions (A-1 and A-2) |

| Specifications | Bidder Complies | |
|--|-------------------------|------------------------------|
| | Yes | No |
| -37in x 37in x 1 in high pressure air bag | \$ <u>2,559.00</u> each | " |
| -Master Control Package | \$ <u>2,940.00</u> each | " |
| -High Pressure Regulator | \$ <u>539.00</u> each | " |
| -Dual Push Button Controller | \$ <u>621.00</u> each | " |
| -Hose (black) | \$ <u>72.00</u> each | " |
| -Hose (red) | \$ <u>72.00</u> each | " |
| -Hose (yellow) | \$ <u>72.00</u> each | " |
| -Hose (blue) | \$ <u>72.00</u> each | " |
| -Hose (green) | \$ <u>72.00</u> each | " |
| -Shut Off Valve with Safety Relief | \$ <u>145.00</u> each | " |
| -Twist Lock Adaptor and Shut Off | \$ <u>65.00</u> each | " |
| -Industrial Adaptor and Shut Off | \$ <u>89.00</u> each | " |
| -"Y" Connectors | \$ <u>88.00</u> each | " |
| -Locking Tire Chuck | \$ <u>18.00</u> each | " |
| -Nipples | \$ <u>8.00</u> each | " |
| GENERAL CONDITIONS | | |
| (Service of High Pressure Air Lifting Bags and Accessories) | | |
| 15.00 <u>Guarantee of Repair</u> | | |
| Award winning vendor guarantees service representative to assess high pressure air bag lifting system and accessories repair or replacement needs at purchaser's location within twenty-four (24) hours of being contacted by purchaser. Vendor will provide replacement high pressure lifting bags and accessories while on sight for service call and/or while bags/accessories are returned to service facility. The vendor must have a service area within 100 miles of Lexington, Kentucky. | | YES |
| 15.01 <u>Service Training</u> | | |
| A complete video presentation on the use, care, and maintenance of the Air Lifting Bag System and Accessories shall be provided.. | | YES |
| <u>EXCEPTIONS</u> | | |
| All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder. | | YES |
| RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION | | |
| <u>INDEMNIFICATION AND HOLD HARMLESS PROVISION</u> | | |
| (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in | | NO See exceptions. |

| Specifications | Bidder Complies | |
|---|-----------------|---|
| | Yes | No |
| <p>connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.</p> <p>(2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.</p> <p>(3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.</p> <p>(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.</p> <p><u>FINANCIAL RESPONSIBILITY</u></p> <p>VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above indemnity provisions and these other risk management provisions.</p> <p><u>INSURANCE REQUIREMENTS</u></p> <p>YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.</p> <p><u>Required Insurance Coverage</u></p> <p>VENDOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which</p> | | <p>NO See exceptions.</p> <p>NO See exceptions.</p> <p>NO See exceptions.</p> <p>NO See exceptions.</p> <p>NO See exceptions.</p> <p>YES Only to the limits on the COI submitted.</p> |

| Specifications | | Bidder Complies | |
|--|--|-----------------|---|
| | | Yes | No |
| <p>may arise from or in connection with the performance of the work hereunder by VENDOR. The cost of such insurance shall be included in any bid:</p> | | YES | Only to the limits on the COI submitted. |
| Coverage | Limits | | |
| General Liability aggregate (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million or \$2 million combined single limit | " | |
| Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence | " | |
| Worker's Compensation | Statutory | " | |
| Employer's Liability | \$500,000.00 | " | |
| The policies above shall contain the following conditions: | | | |
| a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. | | YES | |
| b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. | | YES | |
| c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER. | | YES | |
| d. VENDOR shall also provide umbrella liability insurance in a minimum amount of \$25,000,000 for three (3) years following the acceptance of the product. The policy shall be written on an occurrence basis and provide at least the same coverage as the other policies. | | | NO See exceptions. As \$5,000,000 is industry standard, that is on our COI. |
| e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. | | YES | |
| f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable. | | YES | Only to the limits of the COI submitted. |
| Renewals | | | |
| After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal | | YES | |

| Specifications | Bidder Complies | |
|---|--|----|
| | Yes | No |
| <p>endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.</p> <p><u>Deductibles and Self-Insured Programs</u></p> <p><u>IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.</u> Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:</p> <ol style="list-style-type: none"> Latest audited financial statement, including auditor's notes. Any records of any self-insured trust fund plan or policy and related accounting statements. Actuarial funding reports or retained losses. Risk Management Manual or a description of the self-insurance and risk management program. A claim loss run summary for the previous five (5) years. Self-Insured Associations will be considered. <p><u>Verification of Coverage</u></p> <p>VENDOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.</p> <p><u>Right to Review, Audit and Inspect</u></p> <p>VENDOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.</p> <p><u>DEFAULT</u></p> | <p>N/A</p> <p>"</p> <p>"</p> <p>"</p> <p>"</p> <p>"</p> <p>YES</p> <p>Only to the limits on the COI submitted.</p> <p>YES</p> <p>Only to the limits on the COI submitted.</p> <p>NO</p> <p>See exceptions.</p> | |

| Specifications | Bidder Complies | |
|---|---|--------------------------------------|
| | Yes | No |
| <p>VENDOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging VENDOR for any such insurance premiums purchased, or suspending or terminating the work.</p> <p>00338429</p> | | <p>NO See exceptions.</p> |
| <p>Medium Pressure Rescue Air Cushion System and Accessories</p> <p>Scope and Classification</p> <p>VIII. Scope This specification covers a new and commercially produced medium pressure air lifting cushion system and accessories.</p> <p>IX. Classification These specifications cover the minimum requirements for a Medium Pressure Rescue Air Cushions System. The system will consist of individually sized medium pressure cushions and Accessories. This equipment is to be used by the Lexington Division of Fire and Emergency Services personnel for the purpose of rescue, extrication, and related lifting and spreading operations.</p> <p>X. Applicable Documents Any manufacturer or vendor responding to this bid shall enclose in their proposal at the time of bid any documents required in these specifications. It is the responsibility of the vendor to be sure that the proposal submitted meets all requirements of these specifications. Bids which fail to comply with these requirements shall not be considered for award.</p> <p>XI. Materials The medium pressure cushion delivered under these specifications shall be standard commercial products which meet or exceed the requirements of this specification. The components and optional items shall be as represented in the manufacturer's current sales and technical data. Materials used in construction of the medium pressure cushion system and accessories shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended.</p> <p>XII. Training Three consecutive days of training shall be provided covering the use, maintenance, and limitations of the medium pressure cushions and accessories covered in this specification.</p> <p>XIII. Exceptions to Specifications It is not the intent of these specifications to restrict or prevent any vendor from submitting a proposal on his product. Due to the fact that the equipment specified is to be used under emergency and hazardous conditions where human life may be at risk the following must</p> | <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> <p>YES</p> | |

| Specifications | Bidder Complies | |
|---|-----------------|----|
| | Yes | No |
| <p>apply: Any exception(s) to these specifications indicated herein must be clearly pointed out otherwise it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a medium pressure system meeting these specifications. Any exception taken shall be listed by number and noted on the exception sheet found at the end of these specifications.</p> | YES | |
| <p>XIV. Information and Descriptive Literature Bidders must furnish all information requested and in the space provided on the bid form. In addition, vendors shall supply at least two (2) complete sets of sketches, descriptive literature, and complete specifications covering the products offered. Bids not meeting this requirement will be rejected.</p> | YES | |
| <p>GENERAL CONDITIONS (WARRANTY) The following is a description of the medium pressure rescue air cushion system that will meet the minimum requirements of this specification. These specifications are to be considered as minimum and are expressed as such. If the Medium Pressure Rescue Air Cushion system, accessories, and component parts delivered under this contract do not comply with these specifications the system will not be accepted. Any vendor failing to meet his obligations required as part of this contract may be forced to pay damages to this agency. Such damages shall not exceed the amount required to obtain a replacement medium pressure rescue air cushion system and accessories meeting the requirements of this specification.</p> | YES | |
| <p>16.00 Warranty and Service Requirements This agency subscribes whenever possible to a "Buy American" policy. With respect to service and the possible difficulty of obtaining replacement parts, the rescue system supplied under this contract shall be made in the United States.</p> | YES | |
| <p>NOTE: ANY AND ALL EXCEPTIONS TO THESE SPECIFICATIONS SHALL BE LISTED AND BE REFERRED BY PARAGRAPH.</p> | | |
| <p>16.01 Warranty The medium pressure rescue air cushion system and accessories in response to these specifications shall be warranted against defects in materials and workmanship for a period of twelve months from the date of purchase. The seller agrees to replace, without charge, any parts shown to be defective under the terms of this warranty.</p> | YES | |
| <p>16.02 Post Warranty The service life of the medium pressure rescue air cushion system is expected to be considerably longer than the warranty period, consideration must be given to the origin of components. The successful vendor shall state the name, city, state, and country of the actual manufacturer of the following primary system components. Failure to disclose this information will be cause for rejection.</p> | YES | |
| <p>1.03 Rescue Air Cushion PARATECH, INC., FRANKFORT, IL, USA 1.04 Pressure Regulator " "</p> | | |

| Specifications | Bidder Complies | |
|---|------------------------------------|-----|
| | Yes | No |
| 1.05 Safety Control Valve | PARATECH, INC., FRANKFORT, IL, USA | |
| 1.06 Air Fittings | " " | |
| 1.07 Safety Relief Valves | " " | |
| GENERAL CONDITIONS | | |
| (Medium Pressure Rescue Air Cushions) | | |
| 17.00 Construction Features | | |
| The Medium Pressure Rescue Air Cushions shall be constructed to a standard which effects a minimum burst pressure of three times working pressure, irrespective of size and capacity. The design criterion shall be corroborated and certified by an independence source. Each rescue air cushion shall have a label placed prominently on it giving the following information. | | YES |
| -Maximum Working Pressure | | |
| -Date of Manufacture | | |
| -Serial Number | | |
| -Manufacture's Logo | | |
| -Series Identification | | |
| 17.01 Dimension and Capacity | | |
| Each Rescue Air Cushion shall have a maximum load capacity of 14,758lbs. With a lifting height of 24 in. and have a package weight not to exceed 50 lbs. The diameter of each Rescue Air Cushion shall be 36 in. and only require 48 cu. ft. of air for maximum inflation. The maximum insertion space required per Rescue Air Cushion should not exceed approximately 2 in. | | YES |
| 17.02 Working Surfaces | | |
| The working surface of each Medium Pressure Rescue Air Cushion in the system shall be a 3-ply Neoprene-Coated Belt with a nominal thickness of 0.2 in. | | YES |
| 17.03 Sidewall | | |
| The sidewall construction shall be of Heavy Coated Neoprene/Kevlar Fabric. The coating shall be applied to both sides of the sidewall. | | YES |
| 17.04 Built In Reset Relief Valve | | |
| Each Medium Pressure Rescue Air Cushion shall incorporate a built in reset relief valve. The relief valve shall be molded and threaded with a spring-loaded mechanism to self reset at 14.5-psi. | | YES |
| 17.05 Inflation Port | | |
| The inflation port shall be a molded threaded fitting 1 and 1/16 in. by 12 in. The inlet nipple shall incorporate a quick connect fitting. | | YES |
| 18.00 Controller | | |
| A dual controller shall be provided of inflation and deflation two rescue air cushions simultaneously and independently. The controller shall incorporate two pressure relief valves that are factory pre-set at 14.5-psi to prevent over inflation of the cushions. The dual controller | | YES |

| Specifications | Bidder Complies | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|----------------|---|---------------|----------------------------------|---------------|-----------------------------------|---------------|--------------------------------------|--------------|---|--------------|--|---------------|--|---------------|--|--|
| | Yes | No | | | | | | | | | | | | | | | | | | |
| shall be designed so that when the deflation valves are fully opened, the cushion will deflate slowly prevent any quick movements to heavy loads, which could cause damage or injury. | YES | | | | | | | | | | | | | | | | | | | |
| <p>19.00 Delivery Hose</p> <p>The delivery hose (quantity 2) shall be in standard lengths of 20ft. with options for 40ft. and 60 ft. They shall be offered in red and blue for easy identification when working two separate Rescue Air Cushions simultaneously. They shall be constructed of 1in. bore reinforced thermoplastic with a maximum working pressure of 150-psi. at 70F. The delivery hose service temperature range shall be 14F to 150F. The system shall also consist of a 16ft. long and 3/8 in. diameter air supply hose. All hoses shall be equipped with field replaceable dual locking couplings.</p> | YES | | | | | | | | | | | | | | | | | | | |
| <p>GENERAL CONDITIONS</p> <p>(Bid Price)</p> <p>20.00 Medium Pressure Rescue Air Cushion System The bidder offers the following price for the Medium Pressure Rescue Air Cushion and Accessories specified in the above bid statement.</p> | YES | | | | | | | | | | | | | | | | | | | |
| <table border="0"> <tr> <td>-14 ton capacity Medium Pressure Air Cushion Kit</td> <td>\$6,499.00each</td> </tr> <tr> <td>-36 in. Aramid Reinforced Air Cushion with inflation height of 24 in. Lift at max pressure 14,761, air required 31.6 cu ft.</td> <td>\$2,599.00each</td> </tr> <tr> <td>-Dual controller equipped with gauges and 14.5 PSI safety relief valves</td> <td>\$ 625.00each</td> </tr> <tr> <td>-Air hose 1 in. dia x 20 ft. red</td> <td>\$ 172.00each</td> </tr> <tr> <td>-Air hose 1 in. dia x 20 ft. blue</td> <td>\$ 172.00each</td> </tr> <tr> <td>-Air hose 3/8 in. dia x 16 ft. black</td> <td>\$ 72.00each</td> </tr> <tr> <td>-Repair kit (tube of adhesive, assorted aramid/neoprene patches and 60 grit emory cloth)</td> <td>\$ 99.00each</td> </tr> <tr> <td>-Carrying valise (P.V.C. coated nylon, toggle fastening, carrying and reinforced webs, 2 air cushion capacity)</td> <td>\$ 324.00each</td> </tr> <tr> <td>-Piston type regulator 6000-135 PSI for CGA or CGA 346 air bottles</td> <td>\$ 545.00each</td> </tr> </table> | -14 ton capacity Medium Pressure Air Cushion Kit | \$6,499.00each | -36 in. Aramid Reinforced Air Cushion with inflation height of 24 in. Lift at max pressure 14,761, air required 31.6 cu ft. | \$2,599.00each | -Dual controller equipped with gauges and 14.5 PSI safety relief valves | \$ 625.00each | -Air hose 1 in. dia x 20 ft. red | \$ 172.00each | -Air hose 1 in. dia x 20 ft. blue | \$ 172.00each | -Air hose 3/8 in. dia x 16 ft. black | \$ 72.00each | -Repair kit (tube of adhesive, assorted aramid/neoprene patches and 60 grit emory cloth) | \$ 99.00each | -Carrying valise (P.V.C. coated nylon, toggle fastening, carrying and reinforced webs, 2 air cushion capacity) | \$ 324.00each | -Piston type regulator 6000-135 PSI for CGA or CGA 346 air bottles | \$ 545.00each | | |
| -14 ton capacity Medium Pressure Air Cushion Kit | \$6,499.00each | | | | | | | | | | | | | | | | | | | |
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| -Carrying valise (P.V.C. coated nylon, toggle fastening, carrying and reinforced webs, 2 air cushion capacity) | \$ 324.00each | | | | | | | | | | | | | | | | | | | |
| -Piston type regulator 6000-135 PSI for CGA or CGA 346 air bottles | \$ 545.00each | | | | | | | | | | | | | | | | | | | |
| <p>Service Training</p> <p>A complete video presentation on the use, care, and maintenance of the Air Lifting Bag System and Accessories shall be provided..</p> | YES | | | | | | | | | | | | | | | | | | | |
| <p>COMMERCIAL GENERAL LIABILITY INSURANCE</p> <p>The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:</p> | YES | | | | | | | | | | | | | | | | | | | |
| <table border="0"> <tr> <td>Products/Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> </table> | Products/Completed Operations Aggregate | \$2,000,000 | Personal and Advertising Injury | \$1,000,000 | Each Occurrence | \$1,000,000 | | | | | | | | | | | | | | |
| Products/Completed Operations Aggregate | \$2,000,000 | | | | | | | | | | | | | | | | | | | |
| Personal and Advertising Injury | \$1,000,000 | | | | | | | | | | | | | | | | | | | |
| Each Occurrence | \$1,000,000 | | | | | | | | | | | | | | | | | | | |
| Coverage shall be written on a Commercial General Liability form. The policy shall be written | | | | | | | | | | | | | | | | | | | | |
| | | Only to the limits of the COI submitted. | | | | | | | | | | | | | | | | | | |

| Specifications | Bidder Complies | |
|---|---|---|
| | Yes | No |
| <p>on an occurrence form and shall include Contractual Liability coverage. The policy shall include owner as an additional insured as their interest may appear.</p> <p>The required limits can be provided by one or more policies provided all other insurance requirements are met.</p> <p>A carrier(s) rated "Excellent" by A.M. Bests shall provide coverage.</p> | <p>YES Only to the limits of the COI submitted.</p> <p>YES Only to the limits of the COI submitted.</p> <p>YES</p> | |
| <p><u>UNBRELLA/EXCESS LIABILITY INSURANCE</u></p> <p>The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:</p> <p>Aggregate: \$25,000,000 Each Occurrence: \$25,000,000</p> | | <p>NO As \$5,000,000 is the industry standard, that is on our COI.</p> |
| <p>The policy shall be written on an occurrence basis and at a minimum provide the same coverage's as Bidders General Liability, Automobile Liability and Employer's Liability policies. Owner shall be included as an additional insured on the General Liability and Automobile Liability policies as their interest may appear. The required limits can be provided by one or more policies provided all other insurance requirements are met.</p> | <p>YES Only to the limits of the COI submitted.</p> | |
| <p>Bidder agrees to furnish owner with a current Certificate of Insurance with the coverage listed above along with its bid. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that owner be given 30 days advance notice of cancellation, no renewal or material change in coverage..</p> | <p>YES Only to the limits of the COI submitted.</p> | |

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

NO.

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

FINANCIAL RESPONSIBILITY

NO.

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

Only to limits of the COI submitted.

INSURANCE REQUIREMENTS

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

NO.

Only to limits of the COI submitted.

Required Insurance Coverage

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

NO.
Only to limits of the COI submitted.

| <u>Coverage</u> | <u>Limits</u> | YES |
|---|--|--------------------------------------|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit | Only to limits of the COI submitted. |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single, \$1 million per occurrence | " |
| Worker's Compensation | Statutory | " |
| Employer's Liability | \$500,000.00 | " |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement of not less than \$5,000,000.00 per occurrence or like insurance coverage shall be provided.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

YES
Only to limits of the COI submitted.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance

N/A

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

N/A
N/A
N/A
N/A
N/A
N/A

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

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

YES
Only to limits of the COI submitted.

Right to Review, Audit and Inspect

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

YES
Only to limits of the COI submitted.

DEFAULT

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

NO.

00448234

///EMERGENCY EQUIPMENT

Rescue Equipment & Response Vehicles For Pros!

P. O. BOX 75321, CINCINNATI, OHIO 45275

859-359-4502 Main / 859-359-4503 Fax

WEBSITE: www.EEResQ.com

EMAIL: EEResQ@cs.com

*** * * EXCEPTIONS * * ***

December 18, 2014

**Re: Lexington – Fayette Urban County Government
Invitation To Bid #199-2014
High Pressure Air Lifting Bag System & Accessories**

Exceptions listed by paragraph number or title:

PARAGRAPH: DESCRIPTION:

3.0 High Pressure Air Lifting Bags

The high pressure air lifting bags (ALB) described in this paragraph ("maximum working pressure 118 psi / 8 bar") have been discontinued by the manufacturer. At the time of this submission, there are not enough 118 psi ALB of the sizes commonly used by Lexington Fire & EMS to fill even one complete order. As such, we have quoted the next generation of ALB (G2 series) which have a working air pressure of 150 psi / 10 bar. When used with Lexington's existing ALB control equipment, there is no change in lift capabilities. However, when used with G2 control equipment, lift force exceeds specifications by 21.333%.

6.04 & 6.05 Controller Relief Valve & Controller Gauges

These paragraphs require ALB control gauges to read an operating range of "0 – 118 psi." Due to discontinuance of original 118 psi ALB, at the time of this submission, the only ALB control gauges available are the new G2 series 150 psi / 10 bar control gauges. Lexington's original 118 psi ALB inventory may be controlled with G2 controllers, provided they have an 'Inline Relief / Shutoff Valve' (P/N: 22-890490) placed inline between G2 controllers and the ALB.

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) NO. The language of this paragraph places an unreasonable burden on the vendor.
- (2) NO. Cost of defending just one claim could bankrupt a business. Any vendor who agrees to this won't be around to hold harmless LFUCG after the first claim.
- (3) NO. Same as above.
- (4) NO. Same as above.

FINANCIAL RESPONSIBILITY

- NO. The language of this paragraph places an unreasonable burden on the vendor. Cost of defending just one claim could bankrupt a business. Any vendor who agrees to this won't be around to hold harmless LFUCG after the first claim.

///EMERGENCY EQUIPMENT

Rescue Equipment & Response Vehicles For Pros!

P. O. BOX 75321, CINCINNATI, OHIO 45275

859-359-4502 Main / 859-359-4503 Fax

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EMAIL: EEResQ@cs.com

* * * EXCEPTIONS * * *

December 18, 2014

Re: Lexington – Fayette Urban County Government
Invitation To Bid #199-2014
High Pressure Air Lifting Bag System & Accessories

Exceptions listed by paragraph number or title: (continued from page 1.)

UMBRELLA / EXCESS LIABILITY INSURANCE

NO. The language of this paragraph treats this ALB purchase contract similar to a multi-million dollar fire apparatus contract. In reality, over the last three years the total of Lexington's ALB purchases amounted to just **\$14,555.00**. Yet, the umbrella and excess liability insurance requirement is at **five times the industry standard**.

INDEMNIFICATION AND HOLD HARMLESS PROVISION (repeated in the specifications)

- (1) NO. The language of this paragraph places an unreasonable burden on the vendor. Cost of defending just one claim could bankrupt a business. Any vendor who agrees to this won't be around to hold harmless LFUCG after the first claim.
- (2) NO. Same as above.
- (3) NO. Same as above.
- (4) NO. Same as above.
- (5) NO. Same as above.

FINANCIAL RESPONSIBILITY (repeated in the specifications)

NO. The language of this paragraph places an unreasonable burden on the vendor. Cost of defending just one claim could bankrupt a business. Any vendor who agrees to this won't be around to hold harmless LFUCG after the first claim.

DEFAULT

NO. The language of this paragraph is unreasonable and therefore, is not agreed to.

In summary, technical rescue is an inherently dangerous undertaking. So, while I sincerely desire to remain as Lexington's vendor for PARATECH, INC. technical rescue equipment, paragraphs under the title RISK MANAGEMENT PROVISIONS / INSURANCE AND INDEMNIFICATION, including the last three pages added just this year, if agreed to, create an unreasonable and uninsurable risk of being held responsible for things which I have no control over; that being the use of technical rescue equipment after it has been delivered. Please consider revising these requirements so we may both continue to benefit from our long standing business relationship.

Sincerely submitted,



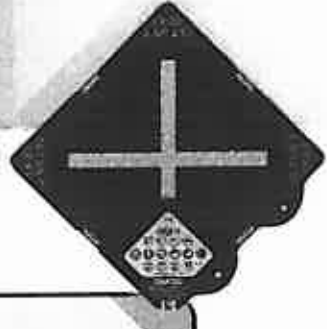
Michael H. Brady, Owner
///EMERGENCY EQUIPMENT

NEW

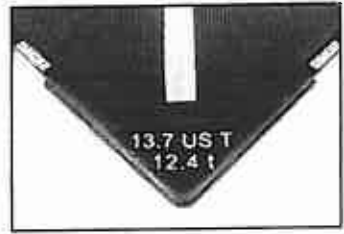
MAXIFORCE

AIR LIFTING BAGS

| | |
|---|-------------------------------------|
| SIZES | 14 |
| SQUARE SIZES | 9 |
| RECTANGULAR SIZES | 5 |
| SIZES WITH EYELETS | 10 |
| SMALLEST LIFTING CAPACITY | 1.5 TONS / 1.3 METRIC TON |
| LARGEST LIFTING CAPACITY | 89.2 TONS / 80.9 METRIC TONS |
| WORKING PRESSURE | 150 PSI / 10.3 BAR |
| 3 LAYERS OF ARAMID REINFORCEMENT | ALL |
| INTERLOCKING SURFACE | ALL |



RECESSED AIR INLET FOR ADDED DURABILITY



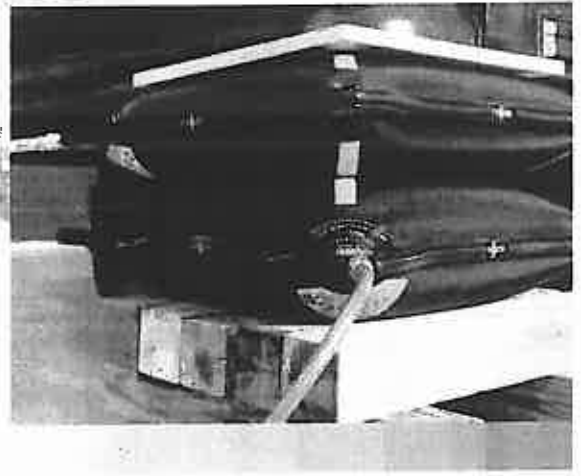
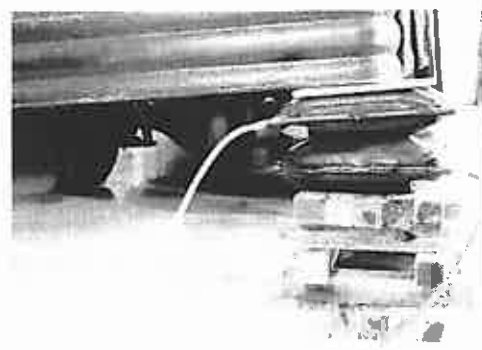
HIGH VISIBILITY MARKINGS



EASY AND ACCURATE POSITIONING



The MAXIFORCE® AIR LIFTING BAG is a thin, strong, molded envelope available in 14 different sizes. It is made from 3 layers of Neoprene covered Aramid fiber reinforcement and has the power to lift, move or shift weights up to 89 tons (80.9 metric tons) per bag. Control equipment and components play a critical role in successful lifting bag use and unlike other lifting bag systems, Paratech manufactures all of its major control components. This assures the quality of the lifting bag system from inflation to deflation.



A-1

| Part No. | Model | Dimensions in | Dimensions mm | Max Lifting Capacity | | Max Lifting Height in/mm | Weight lb/kg |
|-------------|---------|------------------------|--------------------------|----------------------|---------|--------------------------|--------------|
| | | | | US Ton | Met Ton | | |
| 22-888110G2 | KPI-1 | 6 in x 6 in x 3/4 in | 152 mm x 152 mm x 19 mm | 1.5 / 1.3 | | 3.0 / 76 | 1.2 / 0.6 |
| 22-888120G2 | KPI-3 | 6 in x 12 in x 3/4 in | 152 mm x 305 mm x 19 mm | 3.5 / 3.2 | | 3.5 / 89 | 2.3 / 1.0 |
| 22-888130G2 | KPI-5 | 10 in x 10 in x 3/4 in | 254 mm x 254 mm x 19 mm | 5.4 / 4.9 | | 5.4 / 137 | 3.1 / 1.4 |
| 22-888135G2 | KPI-8 | 12 in x 12 in x 7/8 in | 305 mm x 305 mm x 22 mm | 8.2 / 7.5 | | 6.4 / 163 | 5.5 / 2.5 |
| 22-888138G2 | KPI-10 | 12 in x 18 in x 7/8 in | 305 mm x 457 mm x 22 mm | 12.9 / 11.7 | | 7.1 / 180 | 8.3 / 3.7 |
| 22-888140G2 | KPI-12 | 15 in x 15 in x 7/8 in | 381 mm x 381 mm x 22 mm | 13.7 / 12.4 | | 8.1 / 206 | 8.8 / 4.0 |
| 22-888150G2 | KPI-17 | 15 in x 21 in x 7/8 in | 381 mm x 533 mm x 22 mm | 19.0 / 17.3 | | 9.0 / 226 | 12.0 / 5.4 |
| 22-888160G2 | KPI-22 | 20 in x 20 in x 7/8 in | 508 mm x 508 mm x 22 mm | 25.6 / 23.2 | | 10.8 / 274 | 15.9 / 7.2 |
| 22-888165G2 | KPI-28 | 20 in x 26 in x 7/8 in | 508 mm x 660 mm x 22 mm | 34.0 / 30.9 | | 11.8 / 299 | 20.1 / 9.1 |
| 22-888170G2 | KPI-32 | 24 in x 24 in x 7/8 in | 610 mm x 610 mm x 22 mm | 38.0 / 34.4 | | 13.0 / 330 | 22.0 / 10.0 |
| 22-888180G2 | KPI-35L | 15 in x 42 in x 7/8 in | 381 mm x 1066 mm x 22 mm | 39.5 / 35.8 | | 9.5 / 241 | 24.5 / 11.1 |
| 22-888190G2 | KPI-44 | 28 in x 28 in x 7/8 in | 711 mm x 711 mm x 22 mm | 52.7 / 47.8 | | 15.3 / 388 | 30.0 / 13.6 |
| 22-888195G2 | KPI-55 | 32 in x 32 in x 1 in | 812 mm x 812 mm x 25 mm | 69.7 / 63.3 | | 17.0 / 432 | 45.2 / 20.5 |
| 22-888200G2 | KPI-74 | 37 in x 37 in x 1 in | 939 mm x 939 mm x 25 mm | 89.2 / 80.9 | | 20.0 / 508 | 58.0 / 26.3 |

The above dimensions do not include eyelets or straps. Lifting capacity and height will vary according to air pressure and bag contact area.