



ADDENDUM #1

Bid Number: **#17-2026**

Date: March 9, 2026

Subject: Maintenance Services for Chemical Odor Control

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

The bid opening date has been extended to **March 16, 2026 at 2:00 PM EST.**

- Concerning the LP-7080, based on a previous discussion, it is our understanding that this unit is not currently in operation as specified by the manufacturer. If this is still the case, would it be expected to be rebuilt as part of this contract or prior to any maintenance under this contract?
 - Answer: You are correct, this unit is not currently in operation as specified by the manufacturer. If the decision is made to return this unit to the original operation per manufacturer specifications, the "rebuild" will be completed through this awarded maintenance contract. Additionally, the "Annual Service" and "Semi-Annual Service" Lump Sum Amount(s) for this unit are "place holders" just in case this unit is returned to its original operating condition.
- It is stated that any maintenance/repair work exceeding \$2499.99 in parts costs would be submitted in a separate quote at that time. How are repairs/replacement parts handled for instances under \$2499.99? Is the vendor expected to cover the cost of those parts or is there a different billing procedure for this work?
 - First, the vendor is **NOT** expected to cover the cost of these parts and/or labor charges. Repairs/replacement parts under \$2,499.99 do not necessarily require a written quote and may be paid via the LFUCG Procurement Card(s), which may expedite the authorized repairs and payment to vendor by eliminating the "paperwork" and time associated with the typical purchase order request(s) and payment process.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Evoqua Water Technologies LLC

ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243

SIGNATURE OF BIDDER:





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 23, 2026

INVITATION TO BID #17-2026 Maintenance Services for Chemical Odor Control

Bid Opening Date: March 11, 2026

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **3/11/2026**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Fayette and Jessamine Counties, KY

| | |
|--|--|
| Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | Proposed Delivery: _____ days after acceptance of bid. |
| 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? <input checked="" type="checkbox"/> * Yes <input type="checkbox"/> No | |

*Prefer paper check or ACH. A 3% surcharge will be added for PCard transaction

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Evoqua Water Technologies LLC

Firm Name
2650 Tallevast Road

Address
Sarasota, FL 34243

City, State & Zip

Bid must be signed:

Sr. Manager Customer Service

Signature of Authorized Company Representative – Title

David L. Morano

Representative's Name (Typed or printed)

941-359-7940

941-359-7985

Area Code - Phone – Extension

Fax #

utilityservicesinbox@xylem.com

E-Mail Address

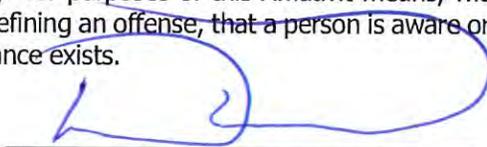
The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, David L. Morano, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is David L. Morano and he/she is the individual submitting the bid or is the authorized representative of Evoqua Water Technologies LLC, 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 Procurement 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.



David L. Morano, Sr. Manager Customer Service

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was subscribed, sworn to and acknowledged before me by David L. Morano on this the 9th day of March, 2026.

My Commission expires:

11/13/2028




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 _____ No X

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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.

- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.
- 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 contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for one (2) year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional one 2-(1) year renewals. 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 365 days of the Procurement Contract. After 365 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 year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

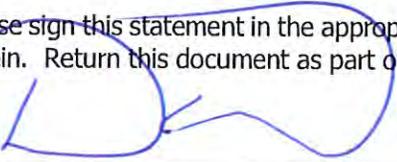
The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.



Signature

Evoqua Water Technologies LLC

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be

made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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


Signature

03/09/2026
Date



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a

determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

- Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
- Kentucky Minority and Women Business Enterprise (MWBE)
- Women's Business Enterprise National Council (WBENC)
- National Women Business Owners Corporation (NWBOC)
- National Minority Supplier Development Council (NMSDC)
- Tri-State Minority Supplier Development Council (TSMSSDC)
- U.S. Small Business Administration Veteran Small Business Certification (VetCert)
- Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 17-2026

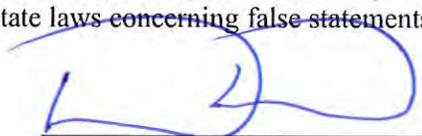
The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for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

| MWBE Company, Name, Address, Phone, Email | DBE/MBE WBE/VOSB/SDVOSB | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|-------------------------|--------------------------------------|--------------------------------|---------------------------|
| 1. All work to be done with in-house personnel, no Evoqua is an Equal Opportunity Employer. | | sub-contracting opportunities exist. | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

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

Evoqua Water Technologies LLC
Company

03/09/2026
Date


Company Representative

Sr. Manager Customer Service
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 17-2026

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

| SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email | DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|-------------------------|--------------------------------|--------------------------------------|------------------------------|
| 1. N/A | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

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

Evoqua Water Technologies LLC
Company

03/09/2026
Date

Company Representative

Sr. Manager Customer Service
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Evoqua Water Technologies LLC Date: 03/09/2026
Project Name: Maintenance for Chemical Odor Control Project Number: 17-2026
Contact Name: David L. Morano Telephone: 941-359-7940
Email: utilityservicesinbox@xylem.com

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

(Click or tap here to enter text.)

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

(Click or tap here to enter text.)

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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.

Required Insurance Coverage

CONTRACTOR 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 services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

| <u>Coverage</u> | <u>Limits</u> |
|---|--|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | \$1 million per occurrence |
| Worker's Compensation | Statutory |
| Employer's Liability | \$100,000.00 |
| Excess/Umbrella Liability | \$1 million per occurrence |

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. 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.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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:

- 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.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

CONTRACTOR 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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**BID SPECIFICATIONS
FOR
MAINTENANCE SERVICES
OF
SIEMENS LOPRO MULTI-STAGE
CHEMICAL ODOR CONTROL SCRUBBERS**

GENERAL REQUIREMENTS and SCOPE of WORK

1. The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality, is soliciting competitive Bids from qualified vendors for a comprehensive **maintenance contract** for its **Siemens LoPro Multi-Stage Chemical Odor Control Scrubbers**. The awarded contractor(s) will be responsible for providing all labor, equipment, materials, parts and expertise necessary to ensure the continuous and optimal operation of the specified odor control systems.
2. This contract covers the **preventive, scheduled, and emergency/unscheduled maintenance** of the Siemens LoPro Multi-Stage Chemical Odor Control Scrubber(s), specifically the Model(s) **LP-3500, LP-7080, and LP-2250**, located at the facilities listed below. The goal is to maximize the scrubber's operational efficiency, reliability, and longevity while minimizing downtime and odors for the public. The awarded contractor(s) must adhere strictly to the manufacturer's maintenance recommendations to ensure optimal performance. Additionally, the awarded contractor(s) **must have a minimum of five (5) years verifiable experience with these specific models and their critical components**.
3. **Critical Components of the LoPro Scrubber(s):** The maintenance, repair, and reporting tasks defined in bid specifications must explicitly address the following critical components unique to the Siemens LoPro Scrubber System(s). The contractor is responsible for the proper functioning of all these components and their integration into the overall system.
 - **Scrubber Vessel:** The fiberglass-reinforced plastic (FRP) vessel, including the multi-stage internal chambers, mist eliminator, and packing media bed. The contractor must be proficient in inspecting FRP for structural integrity, crazing, or other damage.
 - **Recirculation Pumps:** The pumps responsible for recirculating the scrubbing liquid through each stage. The contractor must inspect impellers, seals, and motors for wear and leaks.
 - **Chemical Dosing Systems:** The automated chemical metering pumps and associated chemical storage tanks, including level sensors and injection quills for each stage. The contractor must verify correct dosing rates and pump calibration.
 - **Process Instrumentation and Controls:** This includes all sensors and control elements that manage the scrubbing process:
 - **pH Probes:** For measuring acidity/alkalinity in each scrubbing stage
 - **ORP (Oxidation-Reduction Potential):** For monitoring the oxidizing capacity of the scrubbing solution.
 - **Liquid Level Sensors:** For maintaining the proper sump level and triggering

make-up water.

- **Scrubber Fan/Blower:** The main fan, which draws the odorous air into the system. The contractor is responsible for inspecting the fan's motor, bearings, belts, and housing for vibration, wear, and corrosion.
- **Control Panel (PLC/HMI):** The system's central control unit. The contractor must have experience with Siemen's control platforms to diagnose electrical faults, update programming, and verify alarm functions.
- **Spray Nozzles and Piping:** The network of piping and nozzles that distribute the scrubbing liquid over the packing media. The contractor must ensure all nozzles are clear, properly aimed, and providing uniform coverage.

4. The WORK activities will be performed at the following location(s):

- West Hickman WWTP
645 West Hickman Plant Rd.
Nicholasville, KY 40356
- South Elkhorn Pump Station
2500 Bowman Mill Rd.
Lexington, KY 40513

5. It is recommended that each potential Bidder schedule a site visit to view and/or evaluate current building conditions and identify work locations and/or conditions that may or may not have an impact on bid submittal.

Site visits must be scheduled through one of the following:

Matthew Chancellor (West Hickman WWTP): (859)280-8651

Chris Dove (SE Pump Station): (859)258-3291

Rick Bowman: (859)425-2475

SCOPE OF WORK

1. Routine Preventive Maintenance and Scheduled Services:

- **Annual Services:**
 - **Chemical Acid Wash:**
 - A full, comprehensive acid wash of entire scrubber system. This process must be performed using a chemical cleaning solution recommended by the manufacturer to remove scaling and fouling from the packing media, vessel walls, and spray nozzles.
 - Contractor to determine and provide appropriate quantity of chemical cleaning solution required for each specific scrubber unit.
 - **Post-Wash Inspection:**
 - Following the acid wash, the contractor must perform a detailed inspection to confirm effectiveness of the wash and check for any underlying damage to the system components that may have been hidden by the fouling.
 - Inspection of each scrubber's internals including spray nozzles, greasing of motors, packing media, mist eliminator, and overall scrubber FRP condition. Remove and dispose of any accumulated solids or debris from the sump.
 - Inspection of each scrubber's instrumentation and accessories including fan performance, control panel functionality, chemical and recirculation pump(s) operation, and pH and ORP instrumentation and calibration of probes.
 - Inspect and lubricate the main scrubber fan motor, bearings, and belts.
 - Verify the integrity and function of all recirculation pumps, metering pumps for chemical injection, and associated piping and valves.
 - Check all electrical components, wiring, and control panels for corrosion and proper operation.
 - Calibrate all probes and sensors
 - Verify functionality of all alarms and interlocks
 - Inspect all chemical storage and feed systems, including tanks, pumps, and tubing for leaks or damage.
 - Verify correct functioning of the automated chemical dosing system.
 - **Packing Media Inspection and Replenishment:**
 - Inspect the condition of the packing media. If the media shows signs of degradation or has been removed during the wash, it must be replenished or replaced to the manufacturer's specified depth.

- **Semi-Annual Services:**
 - **Thorough Component Inspection:**
 - A detailed inspection of all critical components including the recirculation pumps, fan/blower, spray nozzles, piping, and chemical dosing systems for proper operation and signs of wear, corrosion, and/or leaks, grease fan bearings per manufacturer recommendations, and replace fan belts as needed.
 - **System Calibrations:**
 - A complete calibration of all process instruments, including the pH, ORP, and all liquid level sensors (including chemical tank level transmitters), to ensure accurate readings and proper chemical dosing. A calibration report must be included in the service report.

2. Emergency and Unscheduled Services:

- **Emergency and/or Unscheduled Response Times:**
 - The awarded contractor(s) must provide 24/7/365 emergency call-out services. The "First Response" time for emergencies, system and/or critical component failure(s), shall not exceed 2 hours from the time of notification by OWNER.
 - **First Response Definition:** First response includes, but is not limited to, a returned phone call, text message, email, remote diagnosis, and/or initial troubleshooting. It does not guarantee on-site arrival or full resolution within the same timeframe.
 - The contractor must have sufficient staff and inventory of critical spare parts readily available to address issues promptly.
- **Repair Standards and Parts Specification(s):**
 - **Manufacturer Specifications:** All repairs, adjustments, and system restorations must be performed to meet original Siemens manufacturer's specifications for both parts and system performance.
 - **Parts Quality:** All parts used for scheduled and/or unscheduled repairs must be Original Equipment Manufacturer (OEM) approved parts or LFUCG-approved equivalents that meet or exceed OEM quality.
- **Quotation, Acceptance, and Authorization:**
 - **Written Quotation Mandate:** For any repair or part(s) replacement exceeding \$2,499.99 in estimated cost, the contractor must submit a detailed quote to the LFUCG in writing for authorization prior to commencing any work.
 - The quote must detail the estimated labor hours, the cost of the part(s), and the estimated time to complete the repair
 - **OWNER'S Right to Accept or Reject:** The LFUCG reserves the absolute right to accept or reject any submitted quotation for scheduled or unscheduled repairs. Rejection of the quote does not absolve the contractor of their contractual obligation to maintain the system, but allows the LFUCG to seek alternative solutions, including using in-house staff or another vendor.

3. Reporting Requirements:

- The awarded contractor(s) will be required to submit comprehensive reports following each service visit (scheduled and unscheduled). These reports must be delivered electronically within **three (3) business days** of the visit. The reports will serve as the primary documentation for all work performed and will be a condition for invoice payment.
- **Detailed Service Report (Per Visit)**
 - Each report must include the following information:
 - Date and Time of Service
 - LFUCG Site and Scrubber Unit ID
 - Technician(s) on Site
 - Nature of the Visit: Specify if the visit was routine scheduled maintenance, or an emergency/unscheduled repair
- **System Performance Report**
 - This section of the report must provide a detailed snapshot of the scrubber's operational efficiency and chemical parameters:
 - Airflow Rate
 - Odor Removal Efficiency Calculation
 - $(In - Out \div In) \times 100 = \% \text{ Removal Efficiency}$
 - pH Levels: Measured pH levels in each stage of the scrubber
 - ORP: Measured ORP in millivolts in each stage
 - Chemical Feed Rate: The measured dosing rate of all chemicals
- **Work Performed and Findings**
 - This section must be a complete log of actions taken during the service visit:
 - Description of tasks performed
 - Observations and Findings
 - Provide photo documentation as needed/required
 - Parts replaced (with parts numbers)
 - Test Results: Any data collected from diagnostic tests (e.g., motor amperage. Pump pressure)
 -
- **Suggested Repairs and Recommendations**
 - The contractor(s) must act as a trusted advisor to the LFUCG. This section should provide actionable recommendations for future maintenance and improvements:
 - **Recommended Repairs:** A list of any repairs that are immediately necessary to prevent a future system failure. For each item include:

- A description of the issue
- The suggested corrective action
- An estimated cost of parts and labor
- **Long-Term Recommendations:** Suggestions for non-critical improvements, system upgrades, or scheduled component replacements that will enhance performance and longevity.
- **Capital Improvement Suggestions:** Recommendations for any major equipment overhauls or replacements that may be needed in the next 1-5 years, providing a long-term plan for the LFUCG's assets

4. **Warranty Requirements:**

- **Workmanship Warranty:** The contractor shall provide a warranty on all repair workmanship for a minimum period of ninety (90) days from the date the repair is completed. Any failure of the repair work during this period shall be corrected by the contractor at no additional cost to the LFUCG.
- **Parts and Components Warranty:** All new parts and components installed shall be warranted against defects for a minimum of one (1) year from the date of installation. The contractor is responsible for facilitating the replacement of any defective part under the manufacturer's warranty terms.

5. **Safety and Environmental Requirements:**

- Follow all OSHA guidelines for confined space entry and hazardous material handling
- Provide necessary personal protective equipment (PPE) to all personnel
- Ensure proper storage, labeling, and disposal of chemicals in compliance with EPA regulations

6. **Contractor Qualifications and Submittals:**

- **Experience and References**
 - Contractor/Bidder must have a minimum of five (5) years of experience servicing and maintaining Siemens LoPro Scrubbers. The LFUCG reserves the right to reject any Bidder that fails to satisfactorily provide verification of required years of experience.
 - Provide a list of at least three (3) projects (service/maintenance agreements), of similar scope and size within the last five years, with verifiable contact information
 - Personnel Qualifications: All assigned/responding service technicians must be factory trained on the Siemens LoPro systems

7. **Contract Duration:**

- The contract shall be for a period of two (2) years with the option to renew for up to two (2) additional years.

END OF SECTION

BID SUBMITTAL

1. All Bids must be submitted electronically through the LFUCG’s online portal, IonWave, by the date and time specified

| Annual Service | | |
|--|----------------|------------------------|
| Description: Chemical Acid Wash per Bid Specifications (Lump Sum Amount must be all inclusive for listed activities and proper quantity of chemical cleaning solution per unit) | | |
| Unit | Model # | Lump Sum Amount |
| West Hickman ASHT | LP-3500 | Enter in IonWave |
| West Hickman Solids Building | LP-7080 | Enter in IonWave |
| South Elkhorn Pump Station | LP-2250 | Enter in IonWave |

| Semi-Annual Service | | |
|--|----------------|------------------------|
| Description: Thorough inspection and system(s) calibration per Bid Specifications | | |
| Unit | Model # | Lump Sum Amount |
| West Hickman ASHT | LP-3500 | Enter in IonWave |
| West Hickman Solids Building | LP-7080 | Enter in IonWave |
| South Elkhorn Pump Station | LP-2250 | Enter in IonWave |

| Emergency / Non-Scheduled Maintenance - Labor Rate(s) | | | | |
|--|-------------------------------|--------------------------------|---------------------------------------|-----------------------------|
| Technician | Hourly Rate (Standard) | Hourly Rate (Over Time) | Hourly Rate (weekend /Holiday) | Hourly Rate (Travel) |
| Level 1 – Local Rep | Enter in IonWave | Enter in IonWave | Enter in IonWave | Enter in IonWave |
| Level 2 – Factory Rep | Enter in IonWave | Enter in IonWave | Enter in IonWave | Enter in IonWave |
| Other – List | Enter in IonWave | Enter in IonWave | Enter in IonWave | Enter in IonWave |

SPECIAL INSTRUCTIONS TO BIDDER:

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

References

1. Middlesex County, NJ

252 Summit Avenue
Langhorne, PA 19047
Contact: Jeff Cothery
E-Mail: co3inc@aol.com
Telephone: (215) 891-9193
Time Frame: 7 years
Description: Acid wash and tower repack

2. Bucks County, PA

1275 Almshouse Rd.
Warrington, PA 18976
Contact: Keith Lehman
E-Mail: l.keith@bcwsa.net
Telephone: (215) 852-3424
Time Frame: 13 years
Description: Complete acid wash and calibration

3. West Palm Beach, FL

4375 Easley Drive
West Palm Beach, FL 33417
Contact: James Looney
Telephone: (561) 325-9023
E-Mail: JLooney@wpb.org
Time Frame: 8 years
Description: Lo/Pro scrubber service



March 5, 2026

**RE: CLARIFICATION & EXCEPTIONS DOCUMENTATION
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT – LOPRO SYSTEMS
BID # 17-2026 MAINTENANCE SERVICES FOR CHEMICAL ODOR CONTROL
Evoqua Quote No. 2026-00688489 AM VP**

To Whom It May Concern:

Thank you for your continued partnership with Evoqua Water Technologies LLC. We would like to offer the following list of clarifications and exceptions as an attachment to our **Invitation to Bid # 17-2026 Maintenance Services for Chemical Odor Control**.

CLARIFICATIONS:

Chemical Compatibility:

- Pricing listed in the **Annual Service** table for chemical acid wash service assumes that the scrubbers are currently using chemicals consistent with the system’s original design and manufacturer specifications (caustic and bleach only). If chemicals other than those originally specified or approved for the system are in use or have left any residual that would impact Evoqua’s ability to successfully acid wash the system(s), additional charges will apply for any required adjustments, repairs, or corrective work.
- The use of incompatible or unapproved chemicals may also create safety risks which could potentially void our service agreement.
- When the acid wash for each system is complete, the chemical byproduct from inside the scrubber will be discharged to a local drain at the plant.

Critical Parts:

- When inspecting the scrubber systems, Evoqua will supply the standard maintenance items including grease for lubrication and buffer solutions for calibrations at no additional charge.
- Evoqua will maintain truck stock of standard PVC fittings and piping for any repairs, and they will be accounted for when proposing recommended/required repairs for the system(s).
- Evoqua will maintain truck stock on replacement fan belts, and they will be accounted for when proposing recommended/required repairs for the system(s).
- Any additional parts needing replacement would be ordered on as needed basis and with an approved order from Lexington-Fayette Urban County Government. **Typical** lead-times for items include:
 - Fan: 10-12 weeks
 - Recirc Pumps: 8-10 weeks
 - Chemical Pumps: 6-8 weeks
 - pH/ORP Probes: 2-3 weeks

- Evoqua does not recommend keeping stock on these items due to potential shelf-life deterioration which may impact their performance when installed (motor bearing wear, probe membrane dehydration, etc.).
- Since each scrubber system is custom, the major components cannot be used or re-purposed across multiple systems once a failure is identified. Custom parts will only be ordered after system inspection, confirmation of need, and client approval to avoid any unnecessary expense and to ensure compatibility with the specific application.

Emergency/Non-Scheduled Maintenance – Labor Rate(s) Table:

- The values listed in the **Other–List** columns represent travel expense charges (per day – these are NOT hourly rates) if an overnight stay is required during an emergency or non-scheduled maintenance visit.

MBE Program:

- On previous similar service contract work Xylem has utilized local business Williams Distribution LLC for provision of chemical for the acid wash portion of the contract work. We intend to continue to provide through this channel however the % cost to the overall job is a small portion of the overall. All service work quoted is performed by direct employees of Xylem, Inc.

Accommodation:

- The Lo/Pro Model LP-7080 will require additional scope of work prior to being placed into operation in accordance with the manufacturer’s specifications. Evoqua conducted an inspection of this system in March 2024 (Project #2033/000277) and determined that it was being operated with water only and without the required chemical feed. As a result, the system will require a complete rehabilitation and overhaul. This required work is outside the scope of, and is not included under, this contract.