



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: June 22, 2017

## INVITATION TO BID #97-2017 High Voltage Electrical Service

**Bid Opening Date:** July 7, 2017

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

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

**Type of Bid:** Price Contract

**Pre Bid Meeting:** June 27, 2017

**Pre Bid Time:** 9:00 AM & 1:00 PM

**Address:** Town Branch WWTP 9:00 AM & West Hickman WWTP at 1:00 PM

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 **07/07/2017**. 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: Various Locations

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

Performance Bond Required: \_\_\_ Yes  No

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

Submitted by: WCT Services LLC  
*Firm Name*

120 Marc Arthur Ct.  
*Address*

Nicholasville Ky 40326  
*City, State & Zip*

**Bid must be signed:** *William Thompson* PM  
*(original signature)* *Signature of Authorized Company Representative - Title*

William Thompson  
*Representative's Name (Typed or printed)*

502-316-2407  
*Area Code - Phone - Extension* *Fax #*

christhompson@WCTSERVICESLLC.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, William Thompson, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is William Thompson and he/she is the individual submitting the bid or is the authorized representative of WCT Services 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.

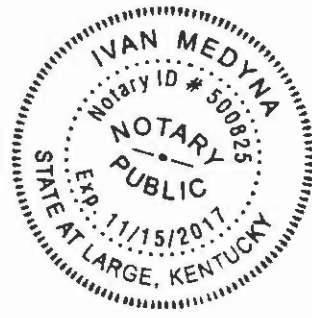
Further, Affiant sayeth naught. \_\_\_\_\_

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by William Thompson on this the 28 day of June, 2017.

My Commission expires: 11-15-2017



Ivan Medyna  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes X                      No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #97-2017 High Voltage Electrical Service"**

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.*

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 3 - 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**)
  - ( ) 1. Prices quoted in response to the Invitation shall be firm prices for the initial (1) one year term of the Procurement Contract. After the original (1) one year contract term, 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 renewal 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.
  - (xx) 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.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## EQUAL OPPORTUNITY AGREEMENT

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### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

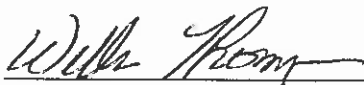
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

### Bidders

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



Signature



Name of Business

## HIGH VOLTAGE

### ELECTRICAL MAINTENANCE AND REPAIR

#### SCOPE OF SERVICES

The Lexington-Fayette Urban County Government – Division of Water Quality (LFUCG-DWQ) desires to procure the indefinite services of qualified electrical contractors to repair, service and maintain high voltage electrical maintenance and installation services at the two wastewater treatment plants owned by LFUCG. For the purposes of this scope, high voltage is defined as 600 volts or greater. LFUCG-DWQ already employs a staff of electricians and technicians qualified for low and medium voltage systems; LFUCG-DWQ wishes to provide staff with on-call / as needed outsourced electrical contracting services that are fully qualified to service all high voltage electrical systems serving the wastewater plants.

Electrical contractors issued a Purchase Order under the terms and conditions of this scope and the associated contract documents must be available to work in an as-needed / on-call capacity, prepared to perform high voltage electrical maintenance and repair work at the rates stated in Exhibit A on the Unit Price Quotation Form in an amount not to exceed \$250,000 per fiscal year for Fiscal Years 2018 and 2019. Unless otherwise authorized, urgent electrical service work requires a maximum four (4) hour response. A maximum of three qualified electrical contractors will be selected for this contract. The selected electrical contractors are expected to all perform electrical service and maintenance tasks on all electrical service equipment “upstream” from the Motor Control Centers (MCC’s) serving specific process units, and including the switchgear and substation equipment and terminating at the Kentucky Utilities (KU) service delivery point. The high voltage electrical service at each wastewater plants is generally described as follows:

#### Town Branch WWTP

- Dual overhead service from KU
- Overhead looped service with two LFUCG owned substations distributing power to specific processes – see Exhibit D for the equipment inventory summary
- One 500 kW diesel generator serving the primary effluent pump station equipped with two Russelectric RMTD8003CE transfer switches.
- A total of fourteen (14) MCC’s servicing specific processes

#### West Hickman WWTP

- Dual overhead service from KU
- Service distribution to the plant as shown in Exhibit E
- ( 2) 500KW generators and (1) 1250 KW generator
- A total of fifteen (15) MCC’s servicing specific processes

Specifics regarding the high voltage service at each plant will be discussed at pre-bid walk-throughs scheduled as follows:

Town Branch WWTP – June 27, 2017 at 9:00 am

West Hickman WWTP – June 27, 2017 at 1:00 pm

Attendance at the pre-bid walk-throughs is strongly encouraged but not mandatory.

While LFUCG-DWQ intends to contract some low and medium voltage (less than 600 volts) projects via a separate contract, some of the high voltage services requested in this scope may include incidental and necessary low/medium voltage work to complete an assigned task. That incidental and necessary low/medium voltage work may include:



- Assemble, install, test, and maintain electrical or electronic wiring, equipment, appliances, apparatus, and fixtures, using hand and/or power tools. Work from ladders, scaffolds, and roofs to install, maintain or repair electrical wiring, equipment, and fixtures. Perform physically demanding tasks, such as digging trenches to lay conduit and moving and lifting of heavy objects. Diagnose malfunctioning systems, apparatus, and components, using test equipment and hand tools, locate the cause of electrical breakdowns and correct the problem. Inspect electrical systems, equipment, and components to identify hazards, defects, and the need for adjustment or repair, and to ensure compliance with all applicable electrical codes. Connect wires to motors, drives, circuit breakers, transformers, or other components. Place conduit (pipes or tubing) inside designated partitions, walls, or other concealed areas, and pull insulated wires or cables through the conduit to complete circuits between boxes. Test electrical systems and continuity of circuits in electrical wiring, equipment, and fixtures, using testing devices such as ohmmeters, voltmeters, and oscilloscopes, to ensure compatibility and safety of system.
- Plan layout and installation of electrical wiring, equipment and fixtures, based on job specifications and local codes. Prepare sketches or follow blueprints to determine the location of wiring and equipment and to ensure conformance to all electrical codes. Perform administrative duties such as pulling appropriate permits, maintaining records and files, preparing reports and ordering supplies and/or equipment as delegated.
- Electrical service will be available as-needed on an on-call basis. Emergency work may include troubleshooting and repairing equipment failures, laying temporary cabling and/or wiring, installing service poles, replacement of electrical equipment and/or components and assisting other contractors as necessary to remedy an emergency situation.

The purpose of this procurement is the repair and maintenance of high voltage service for the wastewater treatment plants and no assigned work will exclude high voltage work in the service request.

**EXHIBIT A  
PAYMENT RATES - UNIT PRICE QUOTATION FORM**

Electrical Maintenance and Installation Services

COMPANY NAME: WCT Services DATE: 4/26/2017  
 COMPANY ADDRESS: 120 MacAnther Place, Nicholasville Ky 40356

Be sure to fill out this form completely, it will become "Exhibit A - Payment Rates" of the Contract Agreement. Use the *Conditions for Payment Rate* column to describe in detail the schedules and conditions which may merit any variance from the Standard Time payment rate. Examples of alternative rates may include Weekend Rates, Holiday Rates, Double-Time, work over a certain threshold of hours, different classifications of electricians related to experience or certifications, etc.

**Time & Labor Rates**

Type of Pay	Title	Conditions for Payment Rate	Hourly Rate
Standard Time (*Required)	Master Electrician	(example: "Up to X hours per day, up to Y days per week"). <u>8 hrs Day 5 Days week</u>	\$ <u>54.25</u> / hour
Standard Time (*Required)	Journeyman Electrician	(example: "Up to X hours per day, up to Y days per week"). <u>8 hrs Day 5 Days week</u>	\$ <u>51.27</u> / hour
Standard Time (*Required)	Lineman	(example: "Up to X hours per day, up to Y days per week"). <u>8 hrs Day 5 Days week</u>	\$ <u>59.29</u> / hour
Standard Time (*Required)	Laborer	(example: "Up to X hours per day, up to Y days per week"). <u>8 hrs Day 5 Day week</u>	\$ <u>37.15</u> / hour
Alternative Rate #A, B, or C, if applicable	<u>OVERTIME</u>	<u>See sheet</u>	\$ <u>1.5 X regular</u> / hour
Overtime rates, if applicable		<u>See sheet</u>	\$ / hour

Provide any other Alternate Rate information on a separate sheet contacting the contracting firm's letterhead.

**Non-Labor Rates**

Minimum Service Call Duration (in hours)	=	<u>2</u>	hours
Mileage Reimbursement Rate (in \$ per mile), standard vehicle	=	<u>\$ .52</u>	per mile
Anticipated Average Round Trip to/from WWTP	=	<u>15</u>	miles
Rental Equipment Markup	=	<u>Cost + 10</u>	%
All other rates		<u>See sheet Bucket Truck</u>	<u>85<sup>00</sup> / hour</u>

**COMPANY REPRESENTATIVE**

SIGNATURE: William Thompson DATE: 4/26/2017  
 NAME: William Thompson TITLE: PM  
 PHONE: 502 314-2407 EMAIL: christhompson@WCTServices/k.com

**REFERENCES**

Reference 1: University of Ky Bond Gambrel 859-979-3665  
 Agency Name Contact Name, Title Contact Phone #  
 Reference 2: Towata Tsukho Ted Malin 859-537-2501  
 Agency Name Contact Name, Title Contact Phone #

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Including Products and Completed Operations/Contractual Liability subject to a \$5,000,000 Limit of Liability
2. **Automobile Liability:** Comprehensive Automobile Liability subject to a \$1,000,000 Limit of Liability.
3. **Workers' Compensation:** Statutory Limits and Employers Liability subject to a \$5,000,000 Limit of Liability .

**NOTE: A Commercial Umbrella Policy may be used to comply with the required Limits of Liability**



# EXHIBIT E WEST HICKMAN WWTP

