



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: September 15, 2015

## INVITATION TO BID #89-2015 Fabricated Stainless Steel Slide Gates

**Bid Opening Date:** September 30, 2015

**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:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **09/30/2015**. 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: **DELIVERY ADDRESS, Lexington, KY 405XX**

**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> <b>49-63</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: **Hydro Controls, Inc.**

*Firm Name*

**473 Cincinnati-Batavia Pike, Suite 2**

*Address*

**Cincinnati, OH 45244**

*City, State & Zip*

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

*Signature of Authorized Company Representative – Title*  
  
**Jim Rheude**

*Representative's Name (Typed or printed)*  
**513-474-7400 x16**      **513-474-7401**

*Area Code - Phone - Extension*      *Fax #*

**jrheude@hydrocontrols.net**  
*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, Jim Rheude, and after being first duly sworn under penalty of perjury as follows:

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

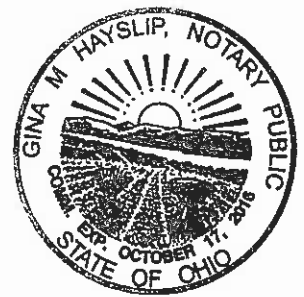
Further, Affiant sayeth naught. Jim Rheude

STATE OF Ohio

COUNTY OF Clermont

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jim Rheude on this the 28th day of September, 2015.

My Commission expires: 10/17/2016



Gina M. Hayslip  
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 #89-2015 Fabricated Stainless Steel Slide Gates"**

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

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not

tax exempt and are the sole responsibility of the bidder.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

*declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

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

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

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

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

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

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

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

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the

compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### **III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. **Price Changes (Space Checked Applies)**
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All Invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- 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 handicap.*

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

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

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

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

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*



**Hydro Controls, Inc.**



Signature

Name of Business

### **GENERAL PROVISIONS OF BID CONTRACT**

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. **Cancellation:** LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

9-28-15  
Date

## Consent Decree Requirements

These gates are part of a project which falls under the Consent Decree requirements as established by the EPA for the Lexington-Fayette Urban County Government.

### CONSENT DECREE REQUIREMENTS

The services to be provided through this bid will assist the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (the “**OWNER**”) in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services provided through this bid are hereinafter referred to as the **PROJECT**. The primary goal of the **PROJECT** is to provide the **OWNER** with the technical support and/or construction services necessary to successfully meet the obligations and deadlines of the **CONSENT DECREE**.

The **BIDDER** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE**, and all federal, state and local laws, ordinances, and regulations that in any manner affect the **PROJECT**. Time is of the essence in the performance of this **PROJECT**. **BIDDER** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

If delays result solely by reason of acts of the **BIDDER**, the **BIDDER** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, including but not limited to those assessed pursuant to the **CONSENT DECREE**. In the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables; the **BIDDER** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

In the event that **Bidder's** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **BIDDER** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

An electronic version of the Consent Decree is available on the LFUCG web page for review or to print a copy at no charge.

Bid Specifications  
For  
42" Diameter  
And  
48" X 48"  
Fabricated Stainless Steel Slide Gate

**GENERAL**

1. The successful Bidder will be supplying the following specified **equipment only** on a unit price basis.
2. There is no guarantee on the quantity that will be purchased during the duration of the Unit Price Contract. However, at the West Hickman Creek WWTP there are four (4) individual 42" x 42" slide gate units that are in need of replacement with the specified within, **Section 1**, 42" diameter fabricated stainless steel gate units. Additionally, there are four (4) individual 48" x 48" slide gate units that are in need of replacement with the specified within, **Section 2**, fabricated stainless steel gate units and all said units should be replaced before the end of the current calendar year.
3. Removal of existing units and installation of the new specified within units shall be performed by a General Contractor that will be selected through a separate bidding process.
4. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.
5. **The terms of this contract shall be for one (1) year from the date of acceptance by the Lexington-Fayette Urban County Government. This contract may be extended for two (2) additional one (1) year term(s) based upon the written agreement of the bidder and the LFUCG.**

**SCOPE OF SUPPLY**

1. Furnish new fabricated stainless steel slide gate(s), gate slides, frame(s), seal(s), and all assembly hardware.
2. Equipment will be used to replace existing slide gate(s).

## **SECTION 1**

**42 Inch Diameter  
Fabricated Stainless Steel Slide Gate**

## SECTION 1

### GENERAL REQUIREMENTS

1. The equipment furnished shall be built by an established manufacturer of slide gates and/or valve equipment with at least ten (10) years of successful experience building/fabricating high quality equipment with proof of similar projects which may be inspected by the Owner (DWQ).

Specification Compliant	
Yes	No
<b>X</b>	

2. The slide gate(s) specified shall be the **7600 Series Fabricated Gate** as manufactured by **Fresno Valves and Castings Inc** or Owner/Engineer approved equal.

Specification Compliant	
Yes	No
<b>X</b>	

3. The gate(s) shall be self-contained with a maximum design of 30' seating head and 20' unseating.

Specification Compliant	
Yes	No
<b>X</b>	

4. The 42" Diameter gate(s) shall be flat back for mounting to a standard 125# flange.

Specification Compliant	
Yes	No
<b>X</b>	

5. The Equipment Manufacturer shall warrant that the products and parts manufactured will be free from defects in material and workmanship for a minimum period of one (1) year from shipment to jobsite.

Specification Compliant	
Yes	No
<b>X</b>	

## SECTION 1

### DETAILED REQUIREMENTS

#### 1. Gate Slides:

- A. Shall be welded together using type 304 stainless steel plate and angles.

Specification Compliant	
Yes	No
<b>X</b>	

- B. The slide shall be designed to fit into the gate frame slots a minimum of  $2/3$  the slot depth.

Specification Compliant	
Yes	No
<b>X</b>	

- C. The slide shall have ribbing welded to the face plate to provide strength for the required head pressure.

Specification Compliant	
Yes	No
<b>X</b>	

## SECTION 1

### 2. Gate Frame:

- A. Gate frame shall be welded together using extrusions or angles.

Specification Compliant	
Yes	No
<b>X</b>	

- B. The frame shall be one unit consisting of side rails, welded to a tapered seating ring.

Specification Compliant	
Yes	No
<b>X</b>	

- C. The tapered seating ring will be designed so that when the slide is fully closed it will be in full contact against the "J" seal seat. This will allow the gate to seal tighter as the gate is closed more.

Specification Compliant	
Yes	No
<b>X</b>	

- D. The frame shall have polyethylene (UHMW) lined guides to accept the gate slide and reduce friction.

Specification Compliant	
Yes	No
<b>X</b>	



**SECTION 1**

**3. Gate:**

A. The gate(s) shall have a "J" seal acting as a seat for a water tight seal. Corded back or self-adjusting poly bars will not be acceptable.

Specification Compliant	
Yes	No
<b>X</b>	

B. The "J" seal shall be one (1) continuous piece.

Specification Compliant	
Yes	No
<b>X</b>	

C. The "J" seal shall be adjustable and be held down using stainless steel retainer clip(s). The retainer clip(s) will have a slight taper which will apply pressure to the "J" seal bulb when tightened.

Specification Compliant	
Yes	No
<b>X</b>	

D. All assembly hardware shall be 304 stainless steel.

Specification Compliant	
Yes	No
<b>X</b>	

E. The operating stem is existing and shall be reused.

Specification Compliant	
Yes	No
<b>X</b>	

F. Coordination with the gate manufacturer will be required so that proper adaption can be made.

Specification Compliant	
Yes	No
<b>X</b>	

G. The gate shall be able to adapt to the existing MX 20 electric gate operator.

Specification Compliant	
Yes	No
<b>X</b>	

## **SECTION 2**

**48" X 48"**

**Fabricated Stainless Steel Slide Gate**

## SECTION 2

### GENERAL REQUIREMENTS:

1. The equipment furnished shall be built by an established manufacturer of slide gates and/or valve equipment with at least ten (10) years of successful experience building/fabricating high quality equipment with proof of similar projects which may be inspected by the Owner (DWQ).

Specification Compliant	
Yes	No
<b>X</b>	

2. The slide gate(s) specified shall be the **8200 Series Fabricated Gate** as manufactured by **Fresno Valves and Castings Inc** or Owner/Engineer approved equal.

Specification Compliant	
Yes	No
<b>X</b>	

3. The gate(s) shall be self-contained with a maximum design of 30' seating head and 20' unseating.

Specification Compliant	
Yes	No
<b>X</b>	

4. The 48" x 48" gate(s) shall be flat back for mounting to a existing wall thimble.

Specification Compliant	
Yes	No
<b>X</b>	

5. The Equipment Manufacturer shall warrant that the products and parts manufactured will be free from defects in material and workmanship for a minimum period of one (1) year from shipment to jobsite.

Specification Compliant	
Yes	No
<b>X</b>	

## SECTION 2

**DETAILED REQUIREMENTS**

**2. Gate Slides:**

A. Shall be welded together using type 304 stainless steel plate and angles.

Specification Compliant	
Yes	No
<b>X</b>	

C. The slide shall be designed to fit into the gate frame slots a minimum of 2/3 the slot depth.

Specification Compliant	
Yes	No
<b>X</b>	

D. The slide shall have ribbing welded to the face plate to provide strength for the required head pressure.

Specification Compliant	
Yes	No
<b>X</b>	

## SECTION 2

### 4. Gate Frame:

- A. Gate frame shall be welded together using extrusions or angles.

Specification Compliant	
Yes	No
<b>X</b>	

- B. The frame shall be one unit consisting of side rails, welded to a flanged frame.

Specification Compliant	
Yes	No
<b>X</b>	

- C. The flanged frame will be designed so that when the slide is fully closed it will be in full contact against the "J" seal seat. This will allow the gate to seal tighter as the gate is closed more.

Specification Compliant	
Yes	No
<b>X</b>	

- D. The frame shall have polyethylene (UHMW) lined guides to accept the gate slide and reduce friction.

Specification Compliant	
Yes	No
<b>X</b>	

**SECTION 2**

**5. Gate:**

A. The gate(s) shall have a "J" seal acting as a seat for a water tight seal. Corded back or self-adjusting poly bars will not be acceptable.

Specification Compliant	
Yes	No
<b>X</b>	

B. The "J" seal shall be one (1) continuous piece.

Specification Compliant	
Yes	No
<b>X</b>	

C. The "J" seal shall be adjustable and be held down using stainless steel retainer clip(s). The retainer clip(s) will have a slight taper which will apply pressure to the "J" seal bulb when tightened.

Specification Compliant	
Yes	No
<b>X</b>	

D. All assembly hardware shall be 304 stainless steel.

Specification Compliant	
Yes	No
<b>X</b>	

E. The operating stem is existing and shall be reused.

Specification Compliant	
Yes	No
<b>X</b>	

F. Coordination with the gate manufacturer will be required so that proper adaption can be made.

Specification Compliant	
Yes	No
<b>X</b>	

G. The gate shall be able to adapt to the existing MX 20 electric gate operator.

Specification Compliant	
Yes	No
<b>X</b>	

**SUBMITTALS**

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

Specification Compliant	
Yes	No
<b>X</b>	

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

Specification Compliant	
Yes	No
<b>X</b>	

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

Specification Compliant	
Yes	No
<b>X</b>	

4. Operation and Maintenance Manuals: Prior to delivery of equipment and up-dated as required during the installation of the equipment, the Manufacturer shall furnish complete and detailed installation, operation, and maintenance manuals, minimum of one (1) hard copy.

Specification Compliant	
Yes	No
<b>X</b>	

**Please write in the unit price per item below.**

<b>Fresno Valves and Castings Inc Part Number(s)</b>	<b>Description</b>	<b>Unit Price</b>
7600 Series Fabricated Gate	Complete stainless steel slide gate unit complete with: gate slides, gate frame, gate and assembly hardware as specified in document	<b>\$7,325.00</b>
8200 Series Fabricated Gate	Complete stainless steel slide gate unit complete with: gate slides, gate frame, gate and assembly hardware as specified in document	<b>\$7,992.00</b>

**Blank Table**

<b>Manufacturer(List) Part Number(s)</b>	<b>Description</b>	<b>Unit Price</b>

**SPECIAL INSTRUCTIONS TO BIDDER:**

- For specification questions contact Tiffany Rank, Division of Water Quality, @ 859-425-2406.
- For bidding questions contact Brian Marcum Division of Central Purchasing, @ 859-258-3325.