

**INVITATION TO BID**

Bid Invitation Number: #85-2012

Date of Issue: 06/06/2012

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 **06/20/2012**. 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, Rm 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 have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 219 E. Third St, Lexington, KY 40508

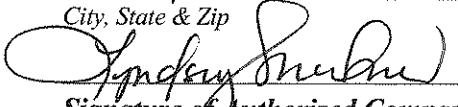
Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>Commodity/Service</b>
<b>Dry Suits for Public Safety Diving Program</b>
See specifications

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

Submitted by: Amron International, Inc  
Firm  
1380 Aspen Way  
Address  
Vista, CA 92081  
City, State & Zip

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

 Sales Account Manager  
Signature of Authorized Company Representative - Title  
Lyndsey Morton, Sales Account Manager  
Representative's Name (Typed or printed)  
760-208-6527  
Area Code - Phone - Extension      Fax #  
lmorton@amronintl.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, Lyndsey Morton, Sales Acct Manager, and after being first duly sworn under penalty of perjury as follows:

1. His<sup>(her)</sup> name is Lyndsey Morton and he/<sup>(she)</sup> is the individual submitting the bid or is the authorized representative of Amron International,

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.

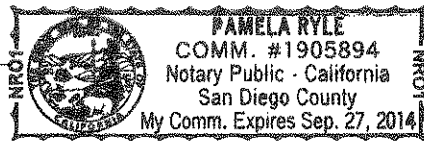
Further, Affiant sayeth naught.

STATE OF California

COUNTY OF San Diego

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lyndsey Morton on this the 6 day of June, 2012.

My Commission expires: 9/27/14



*Pamela Ryle*

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 \_\_\_\_\_ No fm

## 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 #85-2012 Dry Suits for Public Safety Diving Program”**

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 from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



## 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.*

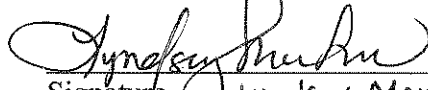
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed 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.*



Signature Lyndsey Morton  
Sales Account Manager

Amron International

Name of Business

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

**4.0 INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**4.1 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 OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work 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)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- e. OWNER 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.
- f. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

CONTRACTOR shall, for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate: \$2,000,000  
Each Occurrence: \$2,000,000

The policy shall be written on an occurrence basis and at a minimum provide the same coverage's as the CONTRACTOR's General Liability, Automobile Liability and Employer's Liability policies. The required limits can be provided by one or more policies provided all other insurance requirements are met.

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 OWNER 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

**5.0 DEFINITION OF DEFAULT**

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER 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 this Contract.

00293379

Lexington-Fayette Urban County Government  
Division of Fire and Emergency Services  
Dry Suits for Public Safety Diving Program

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The Lexington-Fayette Urban County Government is now accepting bids in order to establish a price contract for Dry Suits and accessories for its Public Safety Diving Program in the Division of Fire and Emergency Services at Fire Station #1, 219 East Third Street, Lexington, Kentucky, 40508, as per the following specifications:

**DUI TLS350 Public Safety Edition Dry Suit, Signature Series with the following key features:**

*(No Substitutions)*

- Durable, lightweight, fast drying trilaminate material
- Double layer material over knees, buttocks, and shoulders for abrasion resistance
- Kevlar knee pads for heavy duty suit protection
- Telescoping torso with diagonal front entry zipper for fast self donning
- Diagonal front-entry zipper
- Suspender, crotch strap, and internal waist cord for fitment across multiple individuals
- Public safety reflective tape markings for maximum visibility both above and below water
- Red/Black color design
- Warm neck collar for cold water exposure
- Apeks adjustable swivel inlet valve and 36" inflator hose with oversized quick disconnect
- Apeks automatic and adjustable exhaust valve
- Zip seals (wrist and zip hood) for on-site repair or switching between multiple divers
- 2 large equipment/tool utility pockets with interior d-rings, Velcro closures
- 1 set of rock boots for multi-terrain protection
- Public Safety Patch
- DUI drysuit storage bag
- Talc for seal entry
- Zipper Wax Stick

**Wrist Seals (pair)**

*(No Substitutions)*

- DUI TLS 350 Public Safety Dry Suit zip wrist seals

**Zip Neck/Latex Hood without Beanie**

*(No Substitutions)*

- DUI TLS 350 Public Safety Dry Suit integrated neck/Latex Hood zip seal

**Dry 5 Heavy Duty Gloves (M, L, and XL)**

*(No Substitutions)*

- Must be compatible with the DUI TLS 350 Public Safety Dry Suit
- Lined dry glove with a latex wrist seal ( not suit integrated)

**Liners for Dry 5 Heavy Duty Gloves ( M, L, XL)**

- Must be compatible with the DUI Dry 5 Heavy Duty Gloves

**DUI Rock Boots**

*(No Substitutions)*

- Variety of sizes
- Compatible with the DUI TLS 350 Public Safety Dry Suit

**Pricing:**

Item Description	Price Each
DUI TLS350 Public Safety Edition Dry Suit, Signature Series	\$ 1918.99
Wrist Seals (pair)	\$ 68.79
Zip Neck/Latex Hood	\$ 138.25
Dry 5 Heavy Duty Gloves (pair)	\$ 81.60
Liners for Dry 5 Heavy Duty Gloves (pair)	\$ 24.20
DUI Rock Boots (pair)	\$ 58.09

Percentage off Catalogue Items	0 %
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**Notes to Bidders:**

- It is the intent of LFUCG to establish a price contract for these suits and accessories to be ordered on an "as needed" and available budget basis throughout the term of the contract.
- For questions regarding these specifications, contact Battalion Chief Gregg M. Bayer, at (859) 258-5600 or at [bayerg@lexingtonky.gov](mailto:bayerg@lexingtonky.gov). For bidding questions, please contact Theresa Maynard, Buyer, Division of Central Purchasing, (859) 258-3320 or at [theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov).



# QUOTATION

This quotation is valid for 30 days.

Quote Number: Q-E2160  
 Quote Date: 06/06/12  
 Page: 1

**Sell To:** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 DIVISION OF ACCOUNTING  
 MAJOR GREGG BAYER  
 200 EAST MAIN STREET  
 LEXINGTON, KY 40507  
 UNITED STATES

**Ship To:** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 BATT. CHIEF GREGG BAYER  
 219 E THIRD STREET  
 LEXINGTON, KY 40508  
 UNITED STATES

**Payment Terms** NET 30  
**Ship Via** UPS - Z6  
**FOB:** Destination- Frt, Ins Paid by Amron  
**Shipping Advise** Complete

**Sales Person** Lyndsey Morton  
**Email** lmorton@amronintl.com  
**Phone** 760-208-6527

**Customer Account #** 031811  
**Customer P.O. / JON No.**  
**Customer Phone** 859-983-4215  
**Customer Email** BAYERG@LEXINGTONKY.GOV  
**Placed By** GREGG BAYER

Qty	Unit	Item No.	Description	Quoted Delivery Time	Unit Price	Total Price
			PRICE CONTRACT BID #85-2012			
1	EACH	XX-DIVE	PUBLIC SAFETY TLS; SIGNATURE; WITH ZIP WRIST SEALS AND ZIP NECKHOOD COMBO	6 WEEKS ARO	\$1,918.99	\$1,918.99
			PLEASE SPECIFY SIZE AT TIME OF ORDER: AVAIL SIZES: XXS,SS,S,ST,MS,M,MT,LS,L,LT,XLS, XL,XLT,XX,XXT SPECIFY ROCKBOOT SIZE AT TIME OF ORDER BLACK/RED; (2) CORDURA BELLOW POCKETS W/D-RINGS ON OUTER THIGHS ***ITEM IS NON-CANCELABLE / NON-RETURNABLE***			
1	EACH	DUI-302265	DIVING UNLIMITED ZIP WRIST SEALS; STANDARD		\$68.79	\$68.79
1	PACK	DUI-302264	DIVING UNLIMITED ZIP NECKHOOD COMBO; WITHOUT BEANIE		\$138.25	\$138.25
1	PAIR	DUI-241024	DIVING UNLIMITED DRY 5 GLOVES; BLACK; MEDIUM *** AVAILABLE IN OTHER SIZES ***		\$81.60	\$81.60
1	EACH	XX-DIVE	FLEECE LINERS FOR DRY 5 GLOVES *** AVAILABLE IN SIZES S-XL ***		\$24.20	\$24.20
1	EACH	XX-DIVE	ROCK BOOTS		\$58.09	\$58.09





# QUOTATION

This quotation is valid for 30 days.

Quote Number: Q-E2160  
Quote Date: 06/06/12  
Page: 2

**Sell To:** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF ACCOUNTING  
MAJOR GREGG BAYER  
200 EAST MAIN STREET  
LEXINGTON, KY 40507  
UNITED STATES

**Ship To:** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
BATT. CHIEF GREGG BAYER  
219 E THIRD STREET  
LEXINGTON, KY 40508  
UNITED STATES

**Payment Terms** NET 30  
**Ship Via** UPS - Z6  
**Shipping Advise** Complete

**Sales Person** Lyndsey Morton  
**Email** lmorton@amronintl.com  
**Phone** 760-208-6527

**Customer Account #** 031811  
**Customer P.O. / JON No.**  
**Customer Phone** 859-983-4215  
**Customer Email** BAYERG@LEXINGTONKY.GOV  
**Placed By** GREGG BAYER

Qty	Unit	Item No.	Description	Quoted Delivery Time	Unit Price	Total Price
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TERMS ARE NET 30 DAYS. NET 30 TERMS ARE DEFINED AS  
 PAYMENT BY WAWF, INVOICE, OR EFT. NET 30 TERMS DO  
 NOT INCLUDE PAYMENT BY CREDIT CARD. THIS IS A CASH  
 DISCOUNT PRICE - IF YOU PLAN TO PAY WITH A CREDIT  
 CARD, PLEASE ADD 3% TO THE CONTRACT PRICE.

IT IS OUR UNDERSTANDING THESE PRODUCTS ARE FOR ULTIMATE DESTINATION **UNITED STATES**  
IF PLANNING TO TRANSSHIP, U.S. LAW REQUIRES US TO KNOW THE COUNTRY OF ULTIMATE DESTINATION.  
TRANSSHIPMENTS OR USE IN CUBA, IRAN, NORTH KOREA, SUDAN OR SYRIA VIOLATE U.S. SANCTIONS.

**Headquarters:** 1380 Aspen Way, Vista, CA 92081 USA \* Phone: 760-208-6500 \* Fax: 760-599-3857 \* [www.amronintl.com](http://www.amronintl.com)

Subtotal:	\$2,289.92
Sales Tax:	\$0.00
<b>Total:</b>	<b>\$2,289.92</b>

## CERTIFICATIONS AND CUSTOM DESIGNS

Certifications and Custom Designs must be requested before order.  
Certifications requested after order may not be available.

## RETURN POLICY FOR AMRON STOCK PRODUCTS

In order to facilitate an easy and efficient return of products, please refer to the following guidelines.

- 1) To return products, please obtain an Amron International Return Authorization Number from your Amron International account manager.
- 2) Return authorizations numbers to be shown on all merchandise and containers.
- 3) Products must be returned within thirty (30) calendar days of receipt, unopened, and in resalable condition, in order to receive a credit of the purchase price and applicable taxes.
- 4) Shipping Fees are the responsibility of the customer and a twenty-five percent (25%) restocking fee may apply.
- 5) If products are damaged during shipment from Amron International, contact us for immediate resolution.
- 6) If this order is for custom, non-cancelable, and/or non-returnable items, the order cannot be cancelled or returned. We require your signed acknowledgment and a deposit in the amount of 50% of the non-cancelable/non-returnable items before processing the order further. Delaying these instructions, will delay your order.

## SHIPPING, HANDLING, CUSTOMS, DUTIES AND TAXES

Clients are responsible for the cost of shipping, handling, customs, duties, and applicable taxes related to the sale and return of products.

Past due accounts are subject to a service charge of 1.5% per month plus attorney fees and cost of collection

## WIRE INFORMATION

**ACH:** Union Bank, Escondido, CA 92025 USA, Bank Account: 95216022, Routing/ABA:021052053  
**Domestic (US)** Union Bank, Escondido, CA 92025 USA, Bank Account: 0160019913, Routing/ABA:122000496  
**International** Union Bank, Escondido, CA 92025 USA, Bank Account: 0160019913, Routing/ABA: 122000496, Swift Code: BOFCUS33MPK

## CORPORATE INFORMATION

ORCA and CCR Current: Exp 9/12/2012  
Woman-Owned Small Business

**Tax ID:** 95-3381309  
**Dunn's:** 08-600-3852  
**Cage Code:** 6S753

**GSA Contracts:** GS-07F-9232S  
GS-03F-0089T  
GS-21F-0219W

**AMRON**  
INTERNATIONAL