



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 7, 2015

INVITATION TO BID #147-2015 Fiber Optic Splicing Trailer

Bid Opening Date: **October 21, 2015**

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

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Firm Bid

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 **10/21/2015**. 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: 669 Byrd Thurman Drive, Lexington, KY 40510

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 type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Check One: Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>45</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Submitted by: MOBILE TECH TRAILERS INC.
Firm Name

250 E. MARSHALL ST.
Address

ARGOS IN 46501
City, State & Zip

Bid must be signed:
(original signature)

AJ Sullivan - Sales Manager
Signature of Authorized Company Representative – Title

AJ SULLIVAN
Representative's Name (Typed or printed)

574-892-5653 574-892-5654
Area Code - Phone - Extension Fax #

AJ@MOBILETECHTRAILERS.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, AJ SULLIVAN, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is AJ SULLIVAN and he/she is the individual submitting the bid or is the authorized representative of MOBILE TECH TRAILERS 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. AJ Sulli

STATE OF IN

COUNTY OF MARSHALL

The foregoing instrument was subscribed, sworn to and acknowledged before me by AJ SULLIVAN MOBILE TECH AGENT on this the 20TH day of OCTOBER, 2015.

My Commission expires: MARCH 11, 2022

Larry D. Hifong
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

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 #147-2015 Fiber Optic Splicing Trailer"

 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.

LFUCG Non-Appropriation Clause

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

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

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

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

AJ Sullivan
Signature

MOBILE TECH TAILORS INC.
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

10/20/15
Date

1.0 SCOPE OF BID

1.1 These specifications describe the minimum requirements for one (1) 8' X 12' 7,000 lbs. GVW tandem axle trailer specifically designed and built for splicing fiber optic cable in the field.

2.0 TRAILER CHASSIS

2.1 Chassis shall be full perimeter aluminum tube construction. Floor cross members shall be aluminum— 2" X 3" X 0.125" on 24" centers. Main frame shall be aluminum- 2" X 5" X 0.250". All seams shall be welded. Axles shall be torsion type rated at not less than 3500 lbs. capacity, with electric brakes at each wheel. Trailer shall be equipped with a 2 5/16" ball coupler, seven (7) pin trailer plug, safety chains, electric brake breakaway system, and an electric tongue jack with a rated capacity of not less than 4,000 lbs. (Atwood #81070). Tires shall be ST205/75R-15 mounted on aluminum wheels.

3.0 ELECTRICAL SYSTEM

- 3.1 AC Generator: Trailer shall be equipped with diesel fueled generator having a minimum output capacity of 5.5KW with remote start, hour meter and automatic 50A transfer switch (Powermax PMTS-50) to switch from utility grid current to generator provided current. Generator shall be mounted on the tongue of the trailer with exhaust to the street side of the trailer. Fuel tank shall have a minimum capacity of twenty (20) gallons and be mounted under trailer with gauge and fuel fill port mounted in a convenient location.
- 3.2 Shore Power: Unit shall have a weather proof AC power inlet receptacle (ParkPower 6353ELRV) and detachable 40' shoreline cordset such as ParkPower 6152SPPRV-40.
- 3.3 DC Electrical Items: AC/DC power supply providing not less than fifty-five (55) amps of 13.5V DC current such as Powermax PM3-55 shall be installed. Twelve volt DC system shall include deep cycle absorbed glass mat (AGM) battery in a sealed battery box vented outside the trailer interior and with battery disconnect switch.
- 3.4 Exterior Lighting: All lighting required by the Federal Motor Vehicle Safety Standard #108, shall be installed. All rear facing stop, turn, or tail lamps shall be flush mounted, sealed LED units. All clearance lamps shall be grommet mounted sealed LED units. License plate and backup lamps shall be a sealed LED units. One (1) LED arrow light shall be mounted in the center of exterior rear wall (Ecco #ED3315). Four (4) 110V (JF Manufacturing) flush mounted flood lights shall be mounted, two (2) on the rear and two (2) on the curbside exterior walls. Arrow and flood lights shall be controlled by switches mounted within trailer interior.
- 3.5 Interior Lighting and Accessories: Two (2) 12V LED dome lights and two (2) 48" AC powered florescent interior lights shall be installed with switches at both entryways. A CO₂ detector shall be supplied and hardwired into electrical system. AM/FM radio with four (4) speakers shall be installed within working interior of trailer.

- 3.6 Strobe Lights:** Two (2) rear facing strobe lights shall be mounted in a manner consistent with other rear facing lights. Two (2) front facing amber strobe lights shall be mounted in the top corners of the front trailer wall. All strobe lights shall be grommet mounted, amber in color, self-contained LED units (TruckLite #60362Y). Strobe box systems will not be accepted.
- 3.7 HVAC:** A 5,200 Btu AC powered wall heater shall be mounted in an appropriate location. Air conditioning shall be provided by an AC powered 13,500 Btu roof mounted unit. A twelve volt (12V) power roof vent shall be installed with switch.
- 3.8 Service Receptacles:** Six (6) 120V 15A duplex receptacles and one (1) 12V socket style receptacle shall be located in convenient locations adjacent to countertop work areas. Two (2) 120V 15A ground fault duplex receptacles shall be mounted in NEMA 4 enclosures installed one (1) each at opposite corners of trailer.
- 3.9 Wiring:** All connections to a component shall be made with a molded plug or otherwise environmentally sealed connector. Individual wires shall be terminated with a terminal which is crimped, soldered, and covered with heat shrink tubing. Splices should be avoided. If a spliced wire cannot be avoided, the splice shall be soldered and covered with heat shrink tubing. Under no circumstances will the use of the following items or methods be accepted: crimp-type butt connectors, Scotchlok™'s, solderless terminals, electrical tape, wire nuts, in-line fuses. All wiring shall be encased in protective flexible loom.

4.0 BOX CONSTRUCTION

- 4.1 Walls** shall consist of 1" EPS insulation sandwiched between white 3.6 mm thick white vinyl on the interior and white FRP material on the exterior. Unit shall have single piece aluminum walk-on insulated roof with interior finished in white vinyl. Wall studs shall be aluminum 1" X 1" X .063" installed on 16" centers. Roof studs shall be aluminum 1" X 1" X .063" installed on 16" centers. Subfloor shall be 3/4" marine grade plywood. Floor covering shall be black Altro slip-resistant safety flooring, covered up walls approximately 4". A removable plate shall be provided in floor for access to the generator fuel tank, pump and sending unit. Curbside interior counter shall be "L" shaped, 96" long, 21" deep along curbside wall and 27" deep along back wall. Countertop shall be finished in black laminate material. Street-side counter/cabinetry shall run full length of the street side and be 22" deep with black laminate finish on top and one (1) overhead 4' by 16" tall 12" deep cabinet. An adjustable height, swivel type stool with cushioned seat shall be mounted center of curbside counter. Three (3) weathertight 16" X 14" cable access doors with interior cable clamps shall be installed as follows: #1 mounted on curb side, left of door entrance, #2 and #3 at the rear on each side of entrance door. Two (2) 24" X 72" entrance doors shall be located curbside front and rear in between cable windows. Each entrance shall have a 24" wide slide out step assembly. Two (2) 30" X 22" tinted slider style windows shall be installed at the rear of both right and left side of trailer.
- 4.2 Trailer** shall have a full width rear step bumper, four (4) stabilizer jacks (Stromberg Carlson #JSC-24) installed at each corner of trailer and a traffic cone holder (Bon #14-979) installed on trailer tongue.

EXCEPTION PAGE

Paragraph Number	Description of Exception
3.1	DIESEL TANK TONGUE MOUNTED BEHIND GENERATOR
	PER ATTACHED PICTURE
3.4	FLOOD LIGHTS MAXXIMA MODEL MWL-14
	SURFACE MOUNT LED 12V
3.5	(4) 48" FLOURECENT LIGHTS STANDARD
3.6	STROBE LIGHTS TECNIQ MODEL K500
	FLUSH MOUNTED
3.8	GROUND FAULT RECEPTICALS NEMA 5
4.1	ROOF STUDS 1 1/2 X 1 1/2 AND 1 1/2 X 3 FOR
	ADDITIONAL SUPPORT
4.1	FLOOR COVERING TUFF PLY RUBBER ATP FLOORING (BLACK)
4.1	NO REMOVABLE PLATE ACCESS (TONGUE MOUNTED FUEL CELL)
4.1	CABLE DOORS 16" W X 18" T
4.1	WINDOWS 30 X 15 STANDARD
4.1	BASE CABINETS ALUMINUM WHITE COLOR PER PICTURE
4.1	OVERHEAD CABINET ALUMINUM 36" X 18" X 12"

4.3 The following safety equipment shall be provided and mounted in clearly marked and easily accessible locations within the trailer: one (1) 5lb. ABC fire extinguisher, OSHA/ANSI compliant first aid kit, and an OSHA compliant portable-style eyewash station.

5.0 NOTES

5.1 Testing and Inspection

5.1.1 Each unit furnished shall be physically inspected by LFUCG personnel prior to acceptance. Appropriate measurements will be taken to insure compliance with specifications; unit(s) will be checked for completeness and functionality. All equipment, standard and specified, shall be installed and tested prior to delivery. Failure to meet any aspect of this specification for which an exception was not taken may be grounds for refusal of delivery and/or payment.

5.2 Delivery

5.2.1 Completed unit(s) shall be delivered and titled to LFUCG Division of Fleet Services facility located at 669 Byrd Thurman Drive, Lexington, Kentucky. Units shall be ready to work upon delivery.

5.3 Literature

5.3.1 Manufacturer's literature which shall include complete specifications and warranty shall be included with bid and becomes integral part of bid. Any modifications which may be necessary to meet specifications must be listed in writing and submitted as integral part of bid.

6.0 General

6.1 All equipment furnished shall be new and unused, current model production.

6.2 Unit(s) shall retain all standard equipment as shown in published literature unless replaced by optional equipment specified herein. Units provided under this specification shall fully comply with any and all applicable OSHA, ANSI, and FMVSS standards as well as all applicable Federal, State, and local laws, regulations, ordinances, resolutions, and codes at time of delivery.

Bid #147-2015
Fiber Optic Splicing Trailer
Pricing Page

(1) Fiber Optic Splicing Trailer

\$ 27,435.00

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK

MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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



Mobile Tech Trailers Inc. 750 N. MICHIGAN St. Argos IN. 46501 574-892-5653

QUOTATION

TO:

BID NUMBER: 147-2015

QUOTE DATE: 10/20/2015

PAGE: 1

CUSTOMER ID		CUSTOMER PO #	PAYMENT TERMS	SHIPPING METHOD	
			NET 30	F.OB. ARGOS, IN	
QUANTITY	DESCRIPTION	UNIT PRICE		EXTENSION	
1	2015 8'x12'x7' FIBER OPTIC SPLICING TRAILER				
1	ALUMINUM FRAME W/FRP COMPOSITE BODY (COLOR:WHITE)				
2	3500# TORSION AXLES W/ELECTRIC BRAKES				
4	TIRE ST205/75R15 W/ALUMINUM WHEELS			\$	350.00
1	ELECTRIC TONGUE MOUNTED JACK (4000#)				
1	2 5/16" ADJUSTABLE HITCH COUPLER				
2	SAFETY TOW CHAINS				
4	5000# SCISSOR JACKS				
1	BATTERY W/BREAKAWAY				
1	LED EXTERIOR DOT LIGHTING				
1	CURBSIDE ENTRANCE DOOR W/SCREEN				
1	CURBSIDE ENTRANCE STEP				
1	REAR ENTRANCE DOOR W/SCREEN				
1	REAR STEP BUMPER (FULL LENGTH)				
2	SIDE WINDOWS W/SCREENS (30"X15")				
4	FLUSH MOUNTED STROBE LIGHTS (2 REAR, 2 FRONT)				
1	POWER ROOF VENT				
1	ROOF MOUNTED 13500 BTU A/C W/5600 BTU HEAT STRIP				
2	HEAVY DUTY CABLE ACCESS DOORS (16"w X 18" T)				
2	EXTERIOR PORCH LIGHTS				
1	EXTERIOR SHIP TO SHORE PLUG W/30' CORD				
2	EXTERIOR 110V GFI RECEPT (1 CURBSIDE, 1 STREETSIDE)				
4	EXTERIOR LED FLOOD LAMPS(2 REAR,2 CURB)				
1	TUFF PLY RUBBER DIAMOND PLATE FLOORING				
6	110V WALL MOUNTED ELECTRIC RECEPTS.				
1	12V RECEPT. PLUG				
1	120V WALL MOUNTED FORCED AIR HEATER				
1	WALL MOUNTED CO2 DETECTOR (HARDWIRED)				
1	WALL MOUNTED FIRE EXTINGUISHER				
1	50 AMP POWER CONVERTOR				



Mobile Tech Trailers Inc. 750 N. MICHIGAN St. Argos IN. 46501 574-892-5653

QUOTATION

TO: 0
0
0
0

BID NUMBER: 147-2015
QUOTE DATE: 10/20/2015

PAGE: 2

CUSTOMER ID	CUSTOMER PO #	PAYMENT TERMS	SHIPPING METHOD	
		NET 30		
QUANTITY	DESCRIPTION		UNIT PRICE	EXTENSION
4	48" CEILING MOUNTED FLOURESCENT LIGHTS		UPGRADE	
1	12V INTERIOR DOME LIGHT			
1	OVERHEAD CABINET STREETSIDE W/2 DOORS		UPGRADE	
3	ALUM. BASE CABINETS STREETSIDE W/5 DOORS AND 1 DRAWER		UPGRADE	
1	STREETSIDE LAMINATED COUNTER TOP W/SPLICING HOLE			
1	ADJUSTABLE SPLICING COUNTER			
1	CURBSIDE LAMINATED COUNTER TOP			
1	12V SHUT OFF SWITCH			\$ 20,000.00
1	FIRST AID KIT/ EYE WASH STATION			\$ 200.00
1	ONAN QD6000 DIESEL GENERATOR W/INTERIOR REMOTE START AND AUTO TRANSFER			
1	18 GAL. FUEL TANK W/INTERIOR FUEL GAUGE TONGUE MOUNTED			\$ 7,500.00
3	CABLE CLAMPS MOUNTED			\$ 300.00
1	LED DIRECTIONAL ARROW BOARD			\$ 500.00
1	PIONEER RADIO W/ 4 SPEAKERS CEILING MOUNTED			\$ 400.00
1	ADJUSTABLE STOOL			\$ 250.00
1	CONE HOLDER			\$ 50.00
	NOTE: ALL WIRING TO BE LOOMED AND HEAT SHRUNK STREETSIDE COUNTERTOP 24" DEEP CURBSIDE COUNTERTOP L SHAPED 96"L 21"DEEP BACK WALL COUNTERTOP 27" DEEP			
	BID DISCOUNT			\$ (2,500.00)

SUBTOTAL	\$27,050.00
SHIPPING	\$385.00
TOTAL INVOICE AMOUNT	\$27,435.00
PAYMENT RECEIVED	
TOTAL	\$27,435.00



