



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 13, 2014

## INVITATION TO BID #190-2014

Original

### Vehicle Equipment Installation for Police

**Bid Opening Date:** November 21, 2014 **Bid Opening Time:** 2:00 PM  
**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507  
**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A **Pre Bid Time:** N/A  
**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **11/21/2014**. 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: See Specifications

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

Performance Bond Required:  Yes  No

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

Submitted by: OWENS COMMUNICATION INC.  
*Firm Name*

2331 FORTUNE DR, STE 210

*Address*

Lexington, KY 40509

*City, State & Zip*

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

Frank Borkin Sales Manager  
*Signature of Authorized Company Representative – Title*

FRANK BORKIN  
*Representative's Name (Typed or printed)*

859-293-1675 859-299-8130  
*Area Code - Phone - Extension Fax #*

FRANK@OWENSCOMMUNICATIONS.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, Michele Foley, and after being first duly sworn under penalty of perjury as follows:

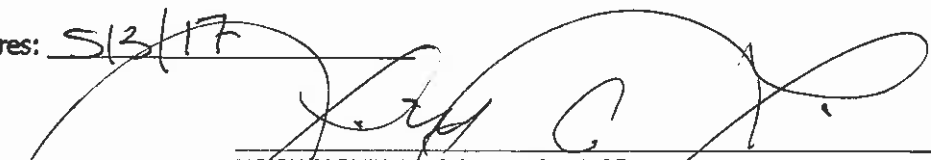
1. His/her name is Michele Foley and he/she is the individual submitting the bid or is the authorized representative of DWENS COMMUNICATIONS the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County 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. Michele Foley

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by MICHELE FOLEY on this the 19th day of NOVEMBER, 2014.

My Commission expires: 5/3/17  
  
NOTARY PUBLIC, STATE AT LARGE

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

**PART LABELING:** Each Graphic Panel is to be labeled as to vehicle side and position as applicable (i.e. Driver Side Front Fender)

**"SPARE PARTS"** are to be packaged separately, such as all right front fenders packaged together.

**INSTALLATION INSTRUCTIONS:** Detailed installation instructions are to be provided showing step by step procedures, including pictorial views to aid in proper installation techniques.

**DELIVERY:** Not more than 30 Days after receipt of order

**GENERAL INFORMATION:** Photographs of current decal kit are available. Bidders may inspect a patrol car to verify color and sizes by contacting the LFUCG Division of Police - Fleet Liaison. **IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO VIEW THE DECAL ON THE VEHICLE, SAMPLE PACKAGES WILL NOT BE MAILED OUT.**

### Pricing Information:

Vendors must submit their pricing using the table below:

| Installation of LFUCG Provided Equipment |   |   |          |      |
|--|---|---|----------|------|
| Item #                                   | Description   | Notes   | Price    | Unit |
| 1  | Complete Installation of LFUCG Provided Vehicle Equipment                     | Installation of All LFUCG Provided Patrol Vehicle & Emergency Equipment | \$850.00 | Each |
| 2  | Days of Completion  | Per Vehicle   | 3        | Days |
| Installation of Vendor Provided Graphics |   |   |          |      |
| Item #                                   | Description   | Notes   | Price    | Unit |
| 3  | Complete Graphics Kit for 2014 Ford Police Interceptor, current year or newer | Unit Price for Graphics Kit Only, Installation Cost Not Included        | \$591.30 | Each |
| 4  | Front Bumper/Corners (DS or PS) - For any quantity                            | Unit Price for Graphics Item Including Installation Cost                | \$65.76  | Each |
| 5  | Front Fender (DS or PS) - For any quantity                                    | Unit Price for Graphics Item Including Installation Cost                | \$72.00  | Each |
| 6  | Front Door (DS or PS) - For any quantity                                      | Unit Price for Graphics Item Including Installation Cost                | \$72.00  | Each |
| 7  | Rear Door (DS or PS) - For any quantity                                       | Unit Price for Graphics Item Including Installation Cost                | \$72.00  | Each |

|    |  |  |          |      |
|----|--|--|----------|------|
| 8  | Rear Fender (DS or PS) - For any quantity  | Unit Price for Graphics Item Including Installation Cost | \$108.10 | Each |
| 9  | Rear Bumper Corners (DS or PS) - For any quantity                                | Unit Price for Graphics Item Including Installation Cost | \$22.50  | Each |
| 10 | Trunk Lid - For any quantity   | Unit Price for Graphics Item Including Installation Cost | \$70.68  | Each |
| 11 | Police Shield - For any quantity   | Unit Price for Graphics Item Including Installation Cost | \$11.00  | Each |
| 12 | Police Shield Emblem with Magnetic Backing - For any quantity                    | Unit Price for Graphics Item Including Installation Cost | \$27.50  | Each |
| 13 | Windshield Graphic- For any quantity   | Unit Price for Graphics Item Including Installation Cost | \$11.00  | Each |
| 14 | LEXINGTON Panel- For any quantity  | Unit Price for Graphics Item Including Installation Cost | \$43.20  | Each |
| 15 | Unit Number Panels (4-digit, pre-spaced)- For any quantity                       | Unit Price for Graphics Item Including Installation Cost | \$11.00  | Each |
| 16 | Unit Number (Single digits) - For any quantity                                   | Unit Price for Graphics Item Including Installation Cost | \$11.00  | Each |
| 17 | Roof Number Panels(4-digit, pre-spaced) - For any quantity                       | Unit Price for Graphics Item Including Installation Cost | \$54.05  | Each |
| 18 | Roof Numbers (Single-digit) - For any quantity                                   | Unit Price for Graphics Item Including Installation Cost | \$13.51  | Each |
| 19 | Installation for Complete Graphics Kit(Item #1) for 2014 Ford Police Interceptor | Installation Price Only, Graphics Kit Price Not Included | \$352.00 | Each |
| 20 | Removal of Graphics w/ Installation  | Removal Price Only                                       | \$200.00 | Each |
| 22 | Days of Completion   |  | 5        | Days |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |
|--|---|
| PRODUCER<br><b>ZELLER INSURANCE, LLC</b><br>911-25th Street<br><br>Columbus IN 47201 | CONTACT NAME: <b>Kathleen White</b>   |
|  | PHONE (A/C, No. Ext): <b>(877)372-8456</b> FAX (A/C, No.): <b>(812)372-3543</b> |
|  | E-MAIL ADDRESS: <b>kathy@zellerinsurance.com</b>                                |
|  | INSURER(S) AFFORDING COVERAGE   |
|  | INSURER A: <b>Cincinnati Insurance Co.</b> NAIC # <b>10677</b>                  |
|  | INSURER B: <b>Cin. Casualty Co.</b> <b>0018</b>                                 |
|  | INSURER C:  |
|  | INSURER D:  |
|  | INSURER E:  |
|  | INSURER F:  |

COVERAGES CERTIFICATE NUMBER: 2013-2016 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          | EPP0033547    | 8/1/2013                | 8/1/2016                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          | EPP0033547    | 8/1/2013                | 8/1/2016                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Underinsured motorist \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$  |           |          | EPP0033547    | 8/1/2013                | 8/1/2016                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | WC 896 29 71  | 8/1/2014                | 8/1/2015                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Subject to policy terms, conditions, limitations, and exclusions.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>Lexington-Fayette Urban<br>County Government<br>Division of Central Purchasing<br>200 E Main St<br>Room 338<br>Lexington, KY 40507 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><br>Kathleen White/KW  |

**I. GREEN PROCUREMENT**

**A. ENERGY**

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

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

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

Key Benefits

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

**B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

**C. GREEN COMMUNITY**

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

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

Yes   X        No

## II. Bid Conditions

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

**"Bid on #190-2014 Vehicle Equipment Installation for Police"**

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.

## **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.

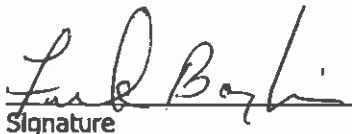
In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty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

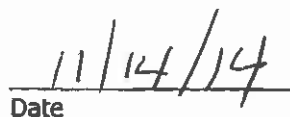
## **GENERAL PROVISIONS OF BID CONTRACT**

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

  
Date

# Lexington-Fayette Urban County Government Division of Police

## SPECIFICATION FOR VEHICLE EQUIPMENT INSTALLATION

The LFUCG Division of Police is accepting bids from qualified vendors to install LFUCG provided equipment and vendor provided graphics kits on 2014 or newer Ford Police Interceptor Sedan AWD vehicles with the 3.5L V6 Ti-VCT Engine.

### LFUCG Provided Equipment:

All patrol vehicle and emergency equipment listed below will be provided by the Division of Police and installed by the selected vendor(s).

| New Patrol Vehicle and Emergency Equipment Provided By LFUCG                                     | Model/Part Number    |
|--|----------------------|
| Radio Mobile 800Mhz P25 Tait TM9155 + antenna and mount + trunk mount                            | TAIT TM9155          |
| Light Bar/Siren Whelen Liberty System w/ CTL2 Push Button Control Head and Whelen CANtrol System | SW8RRBB              |
| Console Havis Shields C-VS-1400-INSE/short with adjustable armrest C-ARM 104                     | C-VS-1400-INSE/short |
| Fire Extinguisher Amerex   | B500                 |
| Cage Setina Prisoner Restraint   | 10XL/offset          |
| Streamlight Flashlight Charger - Stinger   | Stinger              |
| Streamlight Flashlight Charger - SL-20   | SL-20                |
| Emergency Hammer   | FE334                |
| Modem IP Mobilenet + antennas + cables   | M19800G25            |
| Whelen Side Kick for 2014 Police Interceptor sold in pairs                                       | SK01WJJB             |
| Computer Side mount (for Dock) Havis   | PKG-PSM-241          |
| Kodiak Docking Station CF31  | KDCF31 450-4101      |
| Trip lite Power Inverter   | PV150                |
| 20 Foot Shielded serial cable DB-9MF   |                      |

**Vehicle storage:**

Fenced or Garage Protected

**Items required that the Vendor must supply:**

All necessary wiring, connectors, harnesses, relays, fuses, fuse holders and mounting hardware.

See attachments, any deviation from listed items must be approved by Division of Police TSU personnel in writing.

**Equipment Installation Requirements:**

Proper installation of the equipment requires the installer to have a good understanding of automotive electronics systems and procedures.

All equipment to be installed needs to be properly and safely installed to the manufactures recommendation.

The installer assumes full responsibility to determine proper mounting location based on providing ultimate safety to all passengers inside the vehicle.

If mounting the equipment requires drilling holes the installer must be sure that no vehicle components or other vital parts could be damaged by the drilling process. Check both sides of the mounting surface before drilling begins. Also de-burr the holes and remove any metal shards or remnants. Install grommets into all wire passage holes.

All supply wires that connect to the positive terminal of the battery must be sized to supply at least 125% of the maximum operation current and be fuse at the battery to carry that load.

Connect the fuse wire to the positive terminal on the battery. There must be no more than two feet of wire between the fuse and the battery.

For equipment to operate at optimal efficiency, a good electrical connection must be made. No splices are permitted. All connections must be terminated by the installer to the manufactures specification.

For equipment to operate at optimal efficiency a good electrical connection to chassis ground must be made. The recommended procedure requires the equipment ground wire to be connected directly to the negative battery post.

Do not install the equipment or route any wire in the deployment areas of the air bag. Equipment mounted or located in the air bag deployment area will damage or reduce the effectiveness of

the air bag or become a projectile that could cause serious personal injury or death. Refer to the vehicle owner's manual for the air bag deployment area.

If the equipment uses a remote device for activation or control make sure that the device is located in an area that allows both the vehicle and device to be operated safely in any driving condition.

All wiring shall follow factory wiring routes and not deviate from the wiring schemes and directions from TSU. Further wiring diagrams will be provided upon bid award.

No wiring should be pulled tight due to short wire length, wiring path followed or by cable tie in a way that restricts motion of moveable items or limits access to connectors.

Equipment type, brand or location will be installed as directed by the schematics and directions of TSU.

No tapping or splicing into factory or equipment wires unless directed by a TSU technician (e.g. factory horn ring loop).

All exterior connections shall use Packard weather packs (model, sex to be given per schematics).

All wire shall be GXL type of the color/gauge as directed by the schematics.

All vehicles will be inspected and returned for correction if any of the above directions are not followed.

Overlooked installation problems do not relieve the installers of issues not found during the inspection.

### **Wiring:**

Wiring details to determine footages of each color and gauge required. Not to be taken as a wiring schematic.

#### **A. Items mounted to the Ford *electronic sliding tray***

- a. **Radio Trunk Unit's** db15 connector – VT 20 ga, GY 20 ga, GN 20 ga to CANtrol (all other needed wiring and antenna comes in the radio kit)
- b. **Modem** - RD 14 ga to CANtrol, BK 14 ga to tray ground block
- c. **CANtrol** - 2 OR 10 ga to Power Point (driver's side trunk), 2 BK 10 ga to tray ground block
- d. **Ground Block** - 4 BK 10 ga feeds from Power Point (driver's side trunk)
- e. **6 and 10 Pin Ford Harnesses** on tray – YE 18 ga, VT 18 ga, GN 18 ga, OG 18 ga, BN 18 ga to CANtrol

- f. **Horn Relay Interface** – BU 18 ga, VT 18 ga behind the center of the dash in front of console, OG 18 ga, BN 18 ga, RD 18 ga to CANtrol

**B. Items in console area**

- a. **Radio Head Unit** - Data cable come in the radio kit
- b. **MDC dock** - OR 18 ga from console fuse panel, GY 18 ga from CANtrol, BK 18 ga from console ground block
- c. **A/C inverter** - BN 14 ga from CANtrol, BK 14 ga from console ground block
- d. **Console 12V side outlet** - GN 16 ga to CANtrol, BK 16 ga to console ground block
- e. **Console Ground Block** - feed wires are factory provided
- f. **14 Pin Ford Console Connector** – BN 18 ga, OR 18 ga, YE 18 ga to CANtrol. GY 18 ga to radar tray (top of dash)
- g. **Radar Connector** (radar tray, top of dash) - BN 18 ga from CANtrol, BK 18 ga from console ground block, see *B.f*
- h. **Flashlight Chargers Connector** (back of console) - BK 18 ga to console ground block, RD 18 ga to CANtrol

**C. Exterior**

- a. **LED Sidekicks** - BK 18 ga to console ground block. Driver side GN 18 ga, Passenger side BU 18 ga to CANtrol (both sets enter the vehicle on the passenger side area near the glove box. Driver's side follows the factory wire in hood cowl after exiting passenger side.)

## **Reflective Vehicle Graphics Specifications:**

**SCOPE:** This specification outlines the minimum requirements for a reflective automotive graphic kit designed to fit a variety of Police vehicles including patrol cars, SUV's, motorcycles, boats, etc.

**PRINTED GRAPHIC MATERIAL REQUIREMENTS:** The base sheeting shall be 3M 680 series film, a highly flexible, self-adhesive retro-reflective cast PVC film specially designed for high quality fleet vehicle graphic applications that has a positional, pressure-activated adhesive, premium laminate overcast and a total thickness of .01 to .02 inches.



Color Matching:

Blue – PMS 286C (“Lexington Blue”)

Black – 3M 9705 with halftone

Red – to match 3M 680-72

White – unprinted 3M IJ680-10 white

**PATROL CAR GRAPHIC DESIGN AND ENGINEERING REQUIREMENTS:** All graphic panels are to be engineered and produced so that each panel fits within a specific body panel (i.e. Front Door) and does not require cutting of the graphic during the installation. These cuts should allow for tolerance from vehicle to vehicle. Excess premask is to be included to act as a positioning aid and it is to conform to the body features of the vehicle. All decals shall be kiss cut, pre-spaced, and pre-masked. All decal segments must be in one (1) piece, splicing is NOT acceptable.

The vendor will provide graphic design artwork or adapt original design artwork, including any setup required. Any fee associated with this requirement should be included in the bid cost. Graphic design artwork, related products and files are copyrighted property of the Lexington Division of Police. This includes but is not limited to reproduction, derivative, distribution, and display rights without written consent from the Lexington Division of Police.

**WARRANTY:** All items provided under this contract shall be warranted for 5 years against fading, cracking or peeling. Written proof of the 3M Matched Component System warranty shall be submitted with bid proposal. In the case of warranty, the vendor will be responsible for providing replacement graphics and any required removal/installation at no charge to the Division of Police.

**ADDITIONAL QUALIFICATIONS OF BIDDERS:** Bids will be accepted only from vendors with a minimum of 1 year experience selling or manufacturing fleet graphics. Vendor production capabilities must ensure that the successful bidder be able to modify the decal design in support of Division of Police needs and accommodate changes in the make and body style of selected police vehicles. Successful vendor must also demonstrate capability to provide graphics for additional vehicle types not specifically listed, including specialty units, trucks, boats, aircraft, etc. Successful vendor agrees to submit a complete set of sample decals to Division of Police for approval, prior to beginning a production run.

Successful vendor agrees to provide on-site application instructions, assistance, or training to LFUCG employees performing decal application. All costs related to such training shall be at vendor's expense.

**PATROL CAR DESIGN: 2014 Ford Police Interceptor**

The kit is to be designed and printed so that any panel for a 2014 Ford Police Interceptor will fit any other 2014 Ford Police Interceptor taking into consideration any tolerances from vehicle to vehicle. This will allow mixing of parts (within a particular vehicle model) as necessary during installation or when vehicles require repair. All lettering is to be all capital letters and in the Eurobold typeface. Each panel must be printed as one piece with no seam. This stripe is to be printed in sections to fit the fenders, front door and rear door. Applied within the stripping is the Division of Police shield. ALL SECTIONS MUST BE CONSISTENT SO AS TO ENSURE

WHEN ANY ONE ELEMENT/SECTION IS APPLIED TO A VEHICLE THE STRIPES WILL MATCH UP WITHOUT A DISCERNABLE VARIANCE OR DIFFERENCE IN WIDTH, ALIGNMENT OR COLOR BETWEEN THE TWO ELEMENTS/SECTIONS.

**ITEM A – Front Bumper/Corners (Left and Right)**

The reflective stripe panel is approximately 10.5 inches in height at its tallest point and approximately 44.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom and wraps the design from the front grill of vehicle to front fender.

**ITEM B –Unit Numbers (Left and Right Front Bumper and Rear Bumper) Panel of four, 3 inch blue unit numbers is to be provided for the lower left and right side of the front bumper and one set of numbers for right side of rear bumper.**

**ITEM C – Front Fender (Left and Right)**

The reflective stripe panel is approximately 11.5 inches in height at its tallest point. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom.

**ITEM D – Front Door (Left and Right)**

The reflective stripe panel is approximately 11.5 inches in height at its tallest point and approximately 44.5 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with the letters "POL" on the driver side and "ICE" on the passenger side showing in white base material.

**ITEM E – Rear Door (Left and Right)**

The reflective stripe panel is approximately 11.5 inches in height at its tallest point and approximately 45 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with the letters "ICE" on the driver side and "POL" on the passenger side in white base material showing.

**ITEM F – Quarter Panel (Left and Right)**

The reflective stripe panel is approximately 14.75 inches in height at its tallest point and approximately 52 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom. At the rear of the panel near the tail-light assembly shall be the numbers "911" that extend over the top of the stripe by approximately 1 inch in white base material showing. The word "EMERGENCY" in red is below the 911.

**ITEM G – Rear Bumper Corners (Left and Right)**

The reflective stripe panel is approximately 7.5 inches in height at its tallest point and approximately 21.25 inches long. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom and wraps the design around the rear brake lights matching up with the trunk lid.

**ITEM H – Trunk Lid**

The trunk lid panel is approximately 18 inches in height and 55.75 inches long. The lettering is to be in the style and colors for the front door lettering. From top to bottom the stripe is black, fading to solid blue in the center and fading back to black at the bottom with approximately 2.5 inch lettering "LEXINGTON" centered on the top half (above chrome manufacturer logo) and 4" lettering "POLICE" centered on lower half showing in white base material.

**ITEM I – DIVISION OF POLICE Shield**

This shield is to be installed on the front fender and is a High-Resolution photographic quality reproduction of the LFUCG Division of Police breast badge. This decal is digitally printed and measuring approximately 10.75 inches tall by 9.25 inches wide maintaining proportion to the actual badge. Successful Vendor will be responsible for successfully reproducing the shield graphic from a digital photograph to be provided by LFUCG Division of Police. This photograph will be furnished to the apparent low bidder and must be returned, along with proof sample, within fifteen (15) working days after notification prior to award of contract. To ensure conformity, a full-size sample must be presented to the LFUCG Division of Police prior to award. An artist rendering or drawing is not acceptable.

**ITEM J – Windshield Graphic**

Pre-spaced lettering is to read POLICE (reversed) in white, approximately 3 inches in height by 29 inches in width.

**ITEM K – LEXINGTON Panel**

A separate panel to read LEXINGTON measures approximately 61.25 inches in length by 5 inches in height and shall be provided for each side. Lettering is blue with black drop shadow.

**ITEM L – Unit Numbers for Roof**

Each graphic kit shall include the Roof Number panel consisting of four digits, each measuring 16 inches tall and proportionally sized for legibility by Police air units, is to be standard 3M 680-85 black. All panels are to be shipped loose and separate from the graphics kit.

**PACKAGING SPECIFICATIONS - 2014 Ford Police Interceptor:**

Each graphic kit is to consist of Front Bumper/Corners (DS & PS), Front Fender (DS & PS), Front Door (DS & PS), Rear Door (DS & PS), Rear Fender (DS & PS), Rear Bumper Corners (DS & PS), (2) Division of Police shields, "Lexington" Lettering (DS & PS), (3) sets of Unit Numbers, and (1) set of Roof Numbers. The kit is to be thermal sealed in a polybag and packaged in such a way to ensure no folding, wrinkling and/or Premask/Liner pop off the graphic. Due to the size, roof number panels for each kit are to be packaged separately

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**Bid #58-2013 – Emergency Pumps & Accessories**

---

**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**

BIDDER/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 provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

| <b><u>Coverage</u></b>  | <b><u>Limits</u></b>   |
|---|--|
| General Liability<br>(Insurance Services Office Form CG 00 01)              | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability<br>(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. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. 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.
- 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.

00389412