

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 11, 2015

## INVITATION TO BID #31-2015

### Fire Hose

**Bid Opening Date:** March 25, 2015 **Bid Opening Time:** 2:00 PM  
**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507  
**Type of Bid:** Price Contract

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

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **3/25/2015**. 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: 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> ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> 30-45 days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes <input checked="" type="checkbox"/> No		

Submitted by: Bluegrass Fire Equipment  
*Firm Name*

780 Enterprise Dr

Lexington KY 40510  
*Address*

City, State & Zip

**Bid must be signed:** *April Hyams* Vice Pres  
*(original signature)* **Signature of Authorized Company Representative – Title**

APRIL HYAMS  
*Representative's Name (Typed or printed)*

859-233-0801 859-233-1167  
*Area Code - Phone - Extension* *Fax #*

ATyler16749@aol.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, April Hyams, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is April Hyams and he/she is the individual submitting the bid or is the authorized representative of Bluegrass Fire Equipment 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. April Hyams

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by April Hyams on this the 19<sup>th</sup> day of March, 2015.

My Commission expires: April 3, 2018



[Signature]  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

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

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

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

## 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 #31-2015 Fire Hose"**

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

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## **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.



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.*

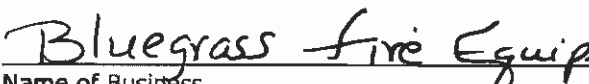
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's Intent to affirmatively provide employment opportunities for those Individuals who have previously not been allowed to enter into the mainstream of society. Because of 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.*

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

## **GENERAL PROVISIONS OF BID CONTRACT**

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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

  
Signature

3-19-15  
Date

08151722

Specifications	Bidder Complies	
	Yes	No
<p><b><u>Specifications for Heavy Duty Fire Hose, Large Diameter Polyester Double Jacketed Fire Hose, and Nylon Double Jacketed Fire Hose</u></b></p>		
<p><b>**One Signed Original and One Bid Copy Will Presented At Bid Opening**</b></p>	✓	
<p><b>Scope and Classification</b></p>		
<p><b>I. Scope</b> This specification covers a new and commercially produced Fire Hose to be used for Emergency Response Fire Attack, Fire Attack Water Supply and Relay Pumping Operations.</p>	✓	
<p><b>II. Classification</b> These specifications cover the minimum requirements for Heavy Duty Fire Hose for the lengths and diameters stated. This hose is to be used by the Lexington Division of Fire and Emergency Services personnel for the purpose of fire suppression and other related functions.</p>	✓	
<p><b>III. Applicable Documents</b> Any manufacturer or vendor responding to this bid shall enclose in their proposal at the time of bid any documents required in these specifications. It is the responsibility of the vendor to be sure that the proposal submitted meets all requirements of these specifications. Bids which fail to comply with these requirements shall not be considered for award.</p>	✓	
<p><b>IV. Exceptions to Specifications</b> It is not the intent of these specifications to restrict or prevent any vendor from submitting a proposal on his product. Due to the fact that the equipment specified is to be used under emergency and hazardous conditions where human life may be at risk the following must apply: Any exception(s) to these specifications indicated herein must be clearly pointed out otherwise it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering Heavy Duty Fire Hose meeting these specifications. Bidders shall also indicate in the "yes/no" column if their bid complies on each item (PARAGRAPH) specified. Exceptions shall be listed and fully explained on a separate page. Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page. The decision as to whether any exception is approved as being equivalent shall be entirely that of the Chief of the Division of Fire.</p>	✓	

# Specifications

Bidder  
Complies

Yes No

## V. Information and Descriptive Literature

Bidders must furnish all information requested and in the space provided on the bid form. In addition, vendors shall supply at least two (2) complete sets of sketches, descriptive literature, and complete specifications covering the products offered. Bids not meeting this requirement will be rejected.

✓

## VI. Anti-Collusion Statement

By signing this bid the bidder agrees that this proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and that the bid is in all respects fair and without collusion or fraud. Sign in ink in the space provided below. Unsigned bids will be considered as incomplete and will be rejected.

✓

**IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THIS BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.**

NAME OF FIRM: Bluegrass Fire Equipment

SIGNED BY: (must be signed in ink by a company officer) *Andrew*

TITLE: Vice President

MANUFACTURER OF HEAVY DUTY FIRE HOSE All American

MODEL(S) BID: Ponn Conques + National Triple Poly + National Dura-Pak

DELIVERY WILL BE MADE IN 30-45 DAYS.

**SPECIAL NOTE:** Variances or exceptions must be noted by number on the following pages and explained in full detail on the last page(s) of this specification. Vendors whose bid fails to comply with this requirement will not be accepted.

## WARRANTY

### 1.0 Warranty and Service Requirements

#### 1.1 Warranty

The fire hose furnished under this specification shall have a potential service life of 10 years barring mistreatment or accidental damage such as would render the hose unfit for service. The fire hose shall be warranted against defects in materials or workmanship with the defective product claim made within the first year after receipt

✓

Specifications	Bidder Complies	
	Yes	No
<p><b>1.2 Service Requirements</b>  This agency subscribes whenever possible to a "Buy American" policy. With respect to service and the possible difficulty of obtaining replacement parts, the hose and couplings supplied under this contract shall be made in the United States.</p> <p style="text-align: center;"><b>Heavy Duty Polyester Double Jacket – 1 ¾ &amp; 2 ½ Inch  Polyurethane Extruded-Thru-the-Weave Lined Hose</b></p>	✓	
<p><b><u>2.0 Product Specification</u></b></p> <p><b>2.1 General Conditions</b>  The fire hose assembly supplied to this specification is a premium quality, polyester heavy weight double jacketed, polyurethane extruded-thru-the-weave lined, municipal grade fire hose manufactured to all the requirements of NFPA 1961, Standard on Fire Hose, Latest Edition. This product shall be woven, extruded, assembled, coupled and tested in the United States by a U.S. owned and operated company which shall constitute the product's country of origin</p>	✓	
<p><b>2.2 Jacket Construction:</b>  Both the inner and outer heavy weight jackets shall be evenly, firmly, and well woven of 100% synthetic polyester yarns. Open end spun staple yarn shall be used in the warp (lengthwise) ends (yarns). Filament, ring spun, or entangled yarn will not be acceptable. The weft (filler or radial yarns) shall be made of high tenacity, low stretch filament polyester yarn, and shall be interwoven with and be completely covered by the warp ends. No weft yarn shall be visible. Both jackets shall be free from unsightly defects, dirt, knots, lumps, and irregularities of weave that might affect the serviceability of the finished product.</p>	✓	
<p><b>2.3 Protective Treatment</b>  The outer jacket shall be completely impregnated, by a force applied mechanical process, to provide coverage on the outside and within the fabric, with a synthetic nitrile/latex (emulsified) rubber compound. The compound is fused to the jacket by a high temperature curing process cross linking the rubber coating for increased chemical, ultraviolet, moisture, abrasion, and burn resistance of the hose. The rubber compound can be colored with pigments to provide a method of color coding identification of the hose.</p>	✓	
<p><b>2.4 Lining Construction:</b>  The lining material shall be a polyurethane compound extruded-thru-the-weave. The polyurethane must completely encapsulate all the yarns and fibers, on both sides of the reinforcement jacket, filling in the open spaces to create a very smooth water way to significantly reduce friction loss. No polyurethane applied by a hot melt process into or onto the inner surface of reinforcement fabric will be permitted, nor will the use of</p>	✓	

Specifications	Bidder Complies	
	Yes	No
<p>an adhesive or backing to secure a tube lining be permitted. The lining will be 100% guaranteed not to delaminate for the life of the hose.</p> <p><b>2.5 Quality Assurance Provisions:</b>  The Manufacturer shall be committed and shall provide evidence of compliance to a Total Quality Management system designed to meet the current ISO 9001 requirements. Further, quality assurance procedures must be managed and performed by the manufacturer over the entire hose manufacturing process from procurement of premium quality raw materials, through twisting and weaving of yarns, liner and cover extrusion, jacket impregnation, hose assembly, curing/vulcanization, and coupling attachment process. The Manufacturer is defined for this specification as the one creating the hose by using all of these processes. The direct distributor who supplies the hose under this specification shall procure the hose directly from the manufacturer. The hose, coupled or un-coupled, shall not come from a third party source and be coupled, tested, and re-sold to the direct distributor. The end customer reserves the right to request documentation and perform an on sight audit of the processes at the manufacturer to verify compliance with these provisions.</p> <p><b>2.6 Hydrostatic Testing:</b>  Every piece of coupled hose supplied under this specification shall be subjected to a Hydrostatic Proof Pressure Test by the manufacturer at the point of completion and prior to shipment per the requirements of NFPA 1961 (latest edition). A printed Proof Test Certificate of compliance will be supplied with each piece of hose passing the test that references the manufacturer of the hose, the hose identifier number, the manufacturer's part number, the test date/time, the test operator, and the specified test pressure. Elongation, Twist, Warp, Rise, and Coupling Retention will also be evaluated on all hose during the Hydrostatic Test and shall meet the requirements of NFPA 1961 (latest edition).</p> <p><b>2.7 Identification and Marking:</b>  Every piece of coupled hose supplied under this specification with have a unique barcode identifier number located on the coupling. This identifier number will be used by the manufacturer to record manufacturing and hydrostatic test data for the piece of hose. Further the hose identification system shall be used for capturing the hose number for maintaining an electronic hose inventory data base system for the documentation of hose records as required per the current NFPA 1962 requirements. Each piece of hose passing the hydrostatic proof test shall be indelibly marked/stenciled with manufacturer's name, the month and year of manufacture, the words "Lexington KY Fire Department" the country of origin, and the service test "words" per NFPA 1961 (latest edition). A unique identification number as prescribed by the Lexington Fire Department shall be indelibly marked/stenciled on the hose. Couplings maybe laser engraved or stamped.</p>	✓	✓

Specifications	Bidder Complies	
	Yes	No
<p><b>2.8 Couplings:</b> Couplings shall be Red Head Brand, light weight aluminum with rocker lugs and NHT threads. All couplings shall meet or exceed NFPA 1963 (latest edition).</p>		
<p><b>3.0 Physical Hose Properties:</b></p>		
<p><b>3.1 Diameter: 1 ¾ inch</b> Length, coupled on both ends: 50 feet Colors: Green, White, Blue, Tan and Yellow all with a black stripe</p>	✓	
<p><b>3.2 Diameter: 1 ¾ inch</b> Length, coupled on both ends 100 feet Color: Red with black stripe</p>	✓	
<p><b>3.3 Diameter: 2 ½ inch</b> Length: 50 feet Color: Tan with black stripe</p>	✓	
<p><b>Large Diameter (LDH) Polyester Double Jacket Fire Hose - 5 Inch</b></p>		
<p><b><u>4.0 Product Specification</u></b></p>		
<p><b>4.1 General Conditions</b> The fire hose assembly supplied to this specification is a premium quality, all polyester double jacket, thermoplastic polyurethane (TPU) lined, municipal grade fire hose manufactured to all the requirements of NFPA 1961, Standard on Fire Hose, Latest Edition. This product shall be woven, extruded, assembled, coupled and tested in the United States by a U.S. owned and operated company which shall constitute the product's country of origin.</p>	✓	
<p><b>4.2 Jacket Construction:</b> Both the inner and outer jackets shall be evenly, firmly, and well woven of 100% synthetic polyester yarns. Staple polyester yarn shall be used in the warp (lengthwise) ends (yarns). Filament or entangled yarn will not be acceptable. The filler (radial yarns) shall be made of high tenacity, low stretch filament polyester thread, and shall be interwoven with and completely covered by the warp ends. Both inner and outer jackets shall be free from unsightly defects, dirt, knots, lumps, and irregularities of weave that might affect the serviceability of the finished product.</p>	✓	
<p><b>4.3 Protective Treatment:</b> The outer jacket shall be completely impregnated, by a force applied mechanical process, to provide coverage on the outside and within the fabric, with a synthetic nitrile/latex (emulsified) rubber compound. The compound is fused to the jacket by a high temperature curing process cross linking the rubber for increased chemical, ultraviolet, moisture, abrasion, and burn resistance of the hose. The rubber compound</p>	✓	



Specifications	Bidder Complies	
	Yes	No
<p>can be colored with pigments to provide a method of color coding identification of the hose.</p> <p><b>4.4 Lining Construction:</b>  The clear thermoplastic lining shall be a single-ply extruded tube of synthetic polyurethane that is highly resistant to ozone and oxidation. The tube shall be extruded with uniform thickness throughout the length, and the waterway of the tube and shall be smooth and free of imperfections. Liner Tensile Strength shall be 2000 PSI minimum, Liner Elongation shall be a minimum of 400%. The Adhesion between the inner jacket and lining shall exceed the UL-19 Strip Test of less than 1.0 inch separation per minute with a force of 12 pounds applied to 1-1/2 inch strip of liner.</p> <p><b>4.5 Quality Assurance Provisions:</b>  The Manufacturer shall be committed and shall provide evidence of compliance to a Total Quality Management system designed to meet the current ISO 9001 requirements. Further, quality assurance procedures must be managed and performed by the manufacturer over the entire hose manufacturing process from procurement of premium quality raw materials, through twisting and weaving of yarns, liner and cover extrusion, jacket impregnation, hose assembly, curing/vulcanization, and coupling attachment process. The Manufacturer is defined for this specification as the one creating the hose by using all of these processes. The direct distributor who supplies the hose under this specification shall procure the hose directly from the manufacturer. The hose, coupled or un-coupled, shall not come from a third party source and be coupled, tested, and re-sold to the direct distributor. The end customer reserves the right to request documentation and perform an on sight audit of the processes at the manufacturer to verify compliance with these provisions.</p> <p><b>4.6 Hydrostatic Testing:</b>  Every piece of coupled hose supplied under this specification shall be subjected to a Hydrostatic Proof Pressure Test by the manufacturer at the point of completion and prior to shipment per the requirements of NFPA 1961 (latest edition). A printed Proof Test Certificate of compliance will be supplied with each piece of hose passing the test that references the manufacturer of the hose, the hose identifier number, the manufacturer's part number, the test date/time, the test operator, and the specified test pressure. Elongation, Twist, Warp, Rise, and Coupling Retention will also be evaluated on all hose during the Hydrostatic Test and shall meet the requirements of NFPA 1961 (latest edition).</p> <p><b>4.7 Identification and Marking:</b>  Every piece of coupled hose supplied under this specification with have a unique barcode identifier number located on the coupling. This identifier number will be used by the manufacturer to record manufacturing and hydrostatic test data for the piece of hose. Further the hose identification system shall be used for capturing the hose number for maintaining an electronic hose inventory data base system for the documentation of hose records as required per the current NFPA 1962 requirements. Each piece of hose passing the hydrostatic proof test shall be indelibly marked/stenciled with manufacturer's name, the month and year of manufacture, the</p>	✓	✓

Specifications	Bidder Complies	
	Yes	No
<p>words :Lexington KY Fire Department, the country of origin, and the service test "words" per NFPA 1961 (latest edition). A unique identification number as prescribed by the Lexington Fire Department shall be indelibly marked/stenciled on the hose. Couplings maybe laser engraved or stamped.</p>	✓	
<p><b>4.8 Couplings:</b> Couplings will be light weight aluminum, bolt on style, 4 ½ inch with NHT Threads and Rocker Lugs. All couplings shall meet or exceed NFPA 1963 (latest edition).</p>	✓	
<p><b>5.0 Physical Hose Properties:</b></p> <p>Color: Tan and Yellow Diameter: 5 Inch Length: 100 Feet Couplings: 4 1/2 inch NHT Threads</p>		
<p><b>Nylon Double Jacket – Poly Lined Attack Hose</b></p>		
<p><b><u>6.0 Product Specifications:</u></b></p>		
<p><b>6.1 General Conditions:</b> The fire hose assembly supplied to this specification is a premium quality, 100% nylon double jacket, thermoplastic polyurethane (TPU) lined, municipal grade attack fire hose with a Proof Test rating of 800 PSI manufactured to all the requirements of NFPA 1961, Standard on Fire Hose, Latest Edition. This product shall be woven, extruded, assembled, coupled and tested in the United States by a U.S. owned and operated company which shall constitute the product's country of origin.</p>	✓	
<p><b>6.2 Jacket Construction:</b> Both the inner and outer jackets shall be evenly, firmly, and well woven of 100% synthetic high strength, low stretch filament polyamide (nylon) yarns. The inner jacket shall be woven in a reverse twill weave pattern to provide a smooth water way. Both inner and outer jackets shall be free from unsightly defects, dirt, knots, lumps, and irregularities of weave that might affect the serviceability of the finished product.</p>	✓	
<p><b>6.3 Protective Treatment:</b> The outer jacket shall be completely impregnated, by a force applied mechanical process, to provide coverage on the outside and within the fabric, with a synthetic nitrile/latex (emulsified) rubber compound. The compound is fused to the jacket by a high temperature curing process cross linking the rubber for increased chemical, ultraviolet, moisture, abrasion, and burn resistance of the hose. The rubber compound can be colored with pigments to provide a method of color coding identification of the hose.</p>	✓	

Specifications	Bidder Complies	
	Yes	No
<p><b>6.4 Lining Construction:</b>  The clear thermoplastic lining shall be a single-ply extruded tube of synthetic polyurethane that is highly resistant to ozone and oxidation. The tube shall be extruded with uniform thickness throughout the length, and the waterway of the tube and shall be smooth and free of imperfections. Liner Tensile Strength shall be 2000 PSI minimum, Liner Elongation shall be a minimum of 400%. The Adhesion between the inner jacket and lining shall exceed the UL-19 Strip Test of less than 1.0 inch separation per minute with a force of 12 pounds applied to 1-1/2 inch strip of liner.</p>	✓	
<p><b>6.5 Quality Assurance:</b>  The Manufacturer shall be committed and shall provide evidence of compliance to a Total Quality Management system designed to meet the current ISO 9001 requirements. Further, quality assurance procedures must be managed and performed by the manufacturer over the entire hose manufacturing process from procurement of premium quality raw materials, through twisting and weaving of yarns, liner and cover extrusion, jacket impregnation, hose assembly, curing/vulcanization, and coupling attachment process. The Manufacturer is defined for this specification as the one creating the hose by using all of these processes. The direct distributor who supplies the hose under this specification shall procure the hose directly from the manufacturer. The hose, coupled or un-coupled, shall not come from a third party source and be coupled, tested, and re-sold to the direct distributor. The end customer reserves the right to request documentation and perform an on sight audit of the processes at the manufacturer to verify compliance with these provisions.</p>	✓	
<p><b>6.6 Hydrostatic Testing:</b>  Every piece of coupled hose supplied under this specification shall be subjected to a Hydrostatic Proof Pressure Test by the manufacturer at the point of completion and prior to shipment per the requirements of NFPA 1961 (latest edition). A printed Proof Test Certificate of compliance will be supplied with each piece of hose passing the test that references the manufacturer of the hose, the hose identifier number, the manufacturer's part number, the test date/time, the test operator, and the specified test pressure. Elongation, Twist, Warp, Rise, and Coupling Retention will also be evaluated on all hose during the Hydrostatic Test and shall meet the requirements of NFPA 1961 (latest edition).</p>	✓	
<p><b>6.7 Identification and Marking:</b>  Every piece of coupled hose supplied under this specification with have a unique barcode identifier number located on the coupling. This identifier number will be used by the manufacturer to record manufacturing and hydrostatic test data for the piece of hose. Further the hose identification system shall be used for capturing the hose number for maintaining an electronic hose inventory data base system for the documentation of hose records as required per the current NFPA 1962 requirements. Each piece of hose passing the hydrostatic proof test shall be indelibly marked/stenciled with manufacturer's name, the month and year of manufacture, the words :Lexington KY Fire Department, the country of origin, and the service test "words" per NFPA 1961 (latest edition). A unique identification number as prescribed</p>	✓	

Specifications	Bidder Complies	
	Yes	No
by the Lexington Fire Department shall be indelibly marked/stenciled on the hose. Couplings maybe laser engraved or stamped.	✓	
<b>6.8 Couplings:</b> Couplings shall be Red Head Brand, light weight aluminum with rocker lugs and NHT threads. All couplings shall meet or exceed NFPA 1963 (latest edition).	✓	
<b>7.0 Physical Hose Properties:</b> Color: Red Diameter: 2 1/2 Inch Length: 50 Feet Couplings: 2 1/2 inch NHT Threads	✓	
<b>8.0 BID PRICE</b>		
3.1 - 1 3/4" X 50'      \$ <u>250<sup>00</sup>/ea</u>		
3.2 - 1 3/4" X 100'    \$ <u>415<sup>00</sup>/ea</u>		
3.3 - 2 1/2" X 50'     \$ <u>285<sup>00</sup>/ea</u>		
6.0 - 5" X 100'        \$ <u>807<sup>00</sup>/ea</u>		
7.0 - 2 1/2" x 50'     \$ <u>200<sup>00</sup>/ea</u>		
<b>8.01 Bid Price Guarantee</b> Bidder guarantees price for a period of <del>24 months</del> <sup>12 months per Debra Bright</sup> for future purchases.	✓	
<b>8.02 Delivery costs included guarantee</b> All pricing shall include delivery.	✓	
<b>EXCEPTIONS</b> All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder.	✓	
<b>NOTE: ANY AND ALL EXCEPTIONS TO THESE SPECIFICATIONS SHALL BE LISTED AND BE REFERRED BY PARAGRAPH.</b>		
<b>COMMERCIAL GENERAL LIABILITY INSURANCE</b> The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:	✓	

Specifications	Bidder Complies	
	Yes	No
Products/Completed Operations Aggregate                    \$2,000,000 Personal and Advertising Injury                                    \$1,000,000 Each Occurrence    \$1,000,000	✓	
<p>Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage. The policy shall include owner as an additional insured as their interest may appear.</p> <p>The required limits can be provided by one or more policies provided all other insurance requirements are met.</p> <p>A carrier(s) rated "Excellent" by A.M. Bests shall provide coverage.</p> <p><b><u>UMBRELLA/EXCESS LIABILITY INSURANCE</u></b>            The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:</p> <p>Aggregate:                    \$25,000,000            Each Occurrence:        \$25,000,000</p> <p>The policy shall be written on an occurrence basis and at a minimum provide the same coverage's as Bidder's General Liability, Automobile Liability and Employer's Liability policies. Owner shall be included as an additional insured on the General Liability and Automobile Liability policies as their interest may appear. The required limits can be provided by one or more policies provided all other insurance requirements are met.</p> <p>Bidder agrees to furnish owner with a current Certificate of Insurance with the coverage listed above along with its bid. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that owner be given 30 days advance notice of cancellation, no renewal or material change in coverage.</p>	✓	