

Bid 51-2023 America's Bravest Equipment Company Supplier Response

Event Information

Number: Bid 51-2023 Title: Fire Hose

Type: Competitive Bid

Issue Date: 5/1/2023

Deadline: 5/15/2023 02:00 PM (ET)

Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS

SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

Contact Information

Contact: Jessica Allinder Address: Central Purchasing

Government Center Building

200 East Main Street Lexington, KY 40507

Fax: (859) 2583322

Email: jallinder@lexingtonky.gov

America's Bravest Equipment Company Information

Contact: Scott Sizemore

Address: 1207 Echo Valley Road

Lily, KY 40740

Phone: (502) 231-7991

Email: scotts@americas-bravest.com
Web Address: www.americas-bravest.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Scott Sizemore scotts@americas-bravest.com

Signature Email

Submitted at 5/13/2023 10:07:43 AM (ET)

Response Attachments

51-2003 Lexington Hose Bid Completed.pdf

Bid Package

Lexington Hose Bid Exception Letter 5-13-23.pdf

Exceptions

Snap-tite Conquest.pdf

Literature

Lexington 2023 Snap Tite Hose Bid 5-13-23.pdf

Quote Sheet

Bid Attributes

1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

✓ YES (YES)

Bid Lines

1	1 3/4" X 50'					
	Quantity: 1		Unit Price:	\$272.05	Total:	\$272.05
2	1 3/4" X 100'					
	Quantity: 1	UOM: Each	Unit Price:	\$515.05	Total:	\$515.05
3	2 1/2" X 50'					
	Quantity: 1	UOM: Each	Unit Price:	\$298.92	Total:	\$298.92
4	5" X 100'					
	Quantity: 1	UOM: Each	Unit Price:	\$1,160.64	Total:	\$1,160.64

Response Total: \$2,542.36



Lexington-Fayette Urban County Government Lexington, Kentucky

		Horse Capital of the World	
Division of Central Pu	ırchasing	D	ate of Issue: May 1, 2023
		INVITATION TO BID # 51-2023 Fire Hose	
	lay 15, 20 Il bids mu	Bid Opening st be submitted on line at https://lexingtonky.ionwave.net/	Time: 2:00 PM
Type of Bid: Pr	rice Contr	act	
	/A /A	Pre Bid Time	e: N/A
be submitted/uploaded by	y the above	line at https://lexingtonky.ionwave.net/ until 2:00 PM , prevailing local te-mentioned date and time. Iling and associated fees to the point of delivery (unless otherwise special contents of the point of delivery).	
Bid Specificat.	ions Met _ submitted.	Check One: Exceptions to Bid Specifications. Exceptions shall be itemized and	<u>Proposed Delivery:</u> _148 _days after acceptance of bid.
Procurement Card U services and also to ma	Isage —Thake payme	e Lexington-Fayette Urban County Government may be using Procurem nts. Will you accept Procurement Cards?	ent Cards to purchase goods an
To expedite a		ne forms in this document should be completed and uplo erica's Bravest Equipment Co. Firm Name	aded with your bid.
		PO Box 1451 Address Corbin, KY 40702	
Bid must be s	signed:	Signature of Authorized Company Representative – Title	<u> </u>
		Scott Sizemore Representative's Name (Typed or printed)	
		606-269-9176 Area Code - Phone - Extension Fax # scotts@americas-bravest.com	

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

	AFFIDAVIT
pe	Comes the Affiant, Swith Sizemane, and after being first duly sworn under penalty or including as follows:
1.	and he/she is the individual submitting the bid of is the
	authorized representative of America's Brown Egupm-t (
	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 han 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 circumstance 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.
ST	ATE OF Kentacky
СО	DUNTY OF Lause
	The foregoing instrument was subscribed, sworn to and acknowledged before me
by	Scott Sizemore on this the 12 day
of .	May , 2023
	My Commission expires: Apr; 19, 2025 Ryan Reece RYAN P25286
	NOTARY PUBLIC, STATE AT LARGE

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

No

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

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

C. GREEN COMMUNITY

Yes V

D.

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?

COOPERATIV	E CONTRACT
If your compa product/servi	ny is the successful bidder on this Invitation For Bid, do you agree to extend the same ce pricing to the other government entities if requested?
Yes <u></u>	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 <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- 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.
- 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 submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/
- 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 <u>XX</u> 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.
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 <u>special conditions</u> 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 <u>1</u> 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 <u>1</u> 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)
 - ()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.
- (XXX) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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 disability.
- 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 emp	ployment rights of minorities,	women, veteran
status, disability land age.		was and the same a	
V. 1 V			
status, disability and age.	America's Bravest	Equipment Co.	

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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, 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.
- 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.
- 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
- 19. 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.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

21.	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.
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5/13/2023

WORKFORCE ANALYSIS FORM

Name of Organization: America's Bravest Equipment Co.

Categories	Total	(i His	/hite Not panic or tino)	Hisp c Lat		Afri Ame (N Hisp	ck or can- rican lot canic atino	Haw Ot Pa Isla (N Hisp	tive vaiian nd her cific nder lot vanic atino	Asi (N Hisp o Lat	ot anic r	India Alas Na (n Hisp	erican an or skan tive not panic atino	more (Hisp	vo or e races Not anic or atino	Тс	otal
		M	F	М	F	M	F	M	F	М	F	M	F	M	F	M	F
Administrators	1	1														1	
Professionals	3	3														3	
Superintendents																	
Supervisors																	
Foremen																	
Technicians	2	2														2	
Protective Service																	
Para-Professionals																	
Office/Clerical	1		1														1
Skilled Craft																	
Service/Maintenance																	
Total:	7	6	1				J.CORDIN.									6	1

Prepared by: _	Scott Sizemore, Owner	Date:	5	<u>/</u> 13	12023
	(Name and Title)			2015-Dec-15	

DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street Lexington, Kentucky 40507 smiller@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

B. PROCEDURES

- The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

<u>Note</u>: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to th status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone	
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323	
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625	
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762	
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666	
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054	
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601	
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815	
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537	
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099	
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066	
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971	
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106	
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488	



LFUCG MWDBE PARTICIPATION FORM	
Bid/RFP/Quote Reference #51-2023	

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

America's Bravest Equipment Co.	Scott Sizemore			
Company	Company Representative			
5/13/2023	Owner			
Date	Title			



LFUCG MWDBE PARTICIPATION FORM	
Bid/RFP/Quote Reference #51-2023	

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

America's Bravest Equipment Co.	Scott Sizemore
Company	Company Representative
5/13/2023	Owner
Date	Title



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #51-2023

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

America's Bravest Equipment Co.	Scott Sizemore		
Company	Company Representative		
5/13/2023	Owner		
Date	Title	_	



MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #51-2023

The undersigned	acknowledges	that the minority	and/or veteran	subcontractors	listed on	this	form	did
submit a quote to								

Company Name	Contact Person
America's Bravest Equipment Co.	Scott Sizemore
Address/Phone/Email PO Box 1451 Corbin, KY 40702 502-231-7991 scotts@americas-bravest.com	Bid Package / Bid Date Fire Hose/5-15-2023

MWDBE Company Addre	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
No Subcontractors				1				
1								
-								
			148					

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

America's Bravest Equipment Co.	Scott Sizemore		
Company	Company Representative		
5/13/2023	Owner		
Date	Title		



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street/ Lexington, KY 40507.

Project Name/	Contract #			Work Period/	From:		To:
Company Name	1			Address:			
Federal Tax ID:				Contact Persor	n:		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awarded to Prime for this Project	d this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
y the signature be epresentations set nder applicable Fo	forth below is tr	ue. Any misrepi	esentation	s may result in th	e termination of		
Company				ompany Repres			-

LFUCG STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.
Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Central Purchasing Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
Included documentation of quotations received from interested MWDBE firms and

Date	Title
Company 5/13/2023	Company Representative Owner
America's Bravest Equipment Co.	Scott Sizemore
The undersigned acknowledges that a of the contract and/or be subject to a	all information is accurate. Any misrepresentations may result in termination applicable Federal and State laws concerning false statements and claims.
rejection of bid. Bidd which is subject to a	abmit any of the documentation requested in this section may be cause for lers may include any other documentation deemed relevant to this requirement pproval by the MBE Liaison. Documentation of Good Faith Efforts must be d, if the participation Goal is not met.
Otherany other-easonable good faith	ner evidence that the bidder submits which may show that the bidder has made a efforts to include MWDBE and Veteran participation.
Made efforts to the usual geographic	expand the search for MWBE firms and Veteran-Owned businesses beyond boundaries.
businesses to obtain	t to offer assistance to or refer interested MWDBE firms and Veteran-Owned the necessary equipment, supplies, materials, insurance and/or bonding to irements of the bid proposal
fact that the bidder h will not be considere quote. Nothing in the	submit sound reasons why the quotations were considered unacceptable. The as the ability and/or desire to perform the contract work with its own forces a sound reason for rejecting a MWDBE and/or Veteran-Owned business's his provision shall be construed to require the bidder to accept unreasonable isfy MWDBE and Veteran goals.
unacceptable and/or a bid.	nesses which were not used due to uncompetitive pricing or were rejected as copies of responses from firms indicating that they would not be submitting

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") <u>may</u> use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

- 1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
- 2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
- 3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
 - (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
 - (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for Page 27 of 30

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
- 8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
- 11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
- 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
- 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

- 15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
 - a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.
- 17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

- 18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.
- 19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature :

5/13/2023

Date

Specifications	Bid Com	
	Yes	No

Specifications for Heavy Duty Fire Hose, Large Diameter Polyester Double Jacketed Fire Hose, and Nylon Double Jacketed Fire Hose

Scope and Classification

I. Scope

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.

II. Classification

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.

III. Applicable Documents

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.

IV. Exceptions to Specifications

It is not the intent of these specifications to restrict or prevent any vendor from submitting a proposal on this product. Due to the fact that the equipment specified is to used under emergency and hateardous 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.

Specifications	Bid Com	der plies
	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: America's Bravest Equipment Co.		
SIGNED BY: (must be signed in ink by a company officer)		
TITLE: Owner		
MANUFACTURER OF HEAVY DUTY FIRE HOSE Snap-Tite		
MODEL(S) BID: Ponn Conquest		
DELIVERY WILL BE MADE IN148DAYS. 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.		
그렇게 하는 그 것 같아. 그는 아이들 때문에 가장 아니는 아이들이 아니는 아니는 아니는 아이들이 아니는 아이들이 아니는 아이들이 아니는	1 1	
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		der plies
	Yes	No
1.2 Service Requirements 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. Heavy Duty Polyester Double Jacket – 1 ¾ & 2 ½ Inch Polyurethane Extruded-Thru-the-Weave Lined Hose		
2.0 Product Specification		
2.1 General Conditions 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		
2.2 Jacket Construction: 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.		
2.3 Protective Treatment 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.		
2.4 Lining Construction: 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		
Page 3		

Specifications	Bidder Complies	
	Yes	No
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.		
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, 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.		
2.6 Hydrostatic Testing:		
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 est 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 est 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).		
1		
Every piece of coupled hose supplied under this specification with have a unique parcode 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 nose. Further the hose identification system shall be used for capturing the hose number for maintaining an electronic hose inventory data base system for the locumentation of hose records as required per the current NFPA 1962 requirements. Each piece of hose passing the hydrostatic proof test shall be indelibly narked/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.		

Specifications		der plies
	Yes	No
	1117	
2.8 Couplings:		
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).		
3.0 Physical Hose Properties:		
3.1 Diameter: 1 ¾ inch		
Length, coupled on both ends: 50 feet		
Colors: Green, White, Blue, Tan and Yellow all with a black stripe		
3.2 Diameter: 1 ¾ inch		
Length, coupled on both ends 100 feet		
Color: Red with black stripe		
3.3 Diameter: 2 ½ inch	/	
Length: 50 feet		
Color: Tan with black stripe		
Large Diameter (LDH) Polyester Double Jacket Fire Hose - 5 Inch 4.0 Product Specification		
4.1 General Conditions		
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.		
4.2 Jacket Construction:		
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		
4.2 Jacket Construction: 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.		
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. 4.3 Protective Treatment:		
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.		

Specifications	Bid Com	
	Yes	No
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.		
4.4 Lining Construction:		
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.		
4.5. Quality Assurance Provisions		
4.5 Quality Assurance Provisions: 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.		
4.6 Hydrostatic Testing: 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).		
4.7 Identification and Marking: 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		
Page 6		

pecifications		lder iplies
	Yes	N
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.		
4.8 Couplings:	/	
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).		
5.0 Physical Hose Properties:	/	
Color: Tan and Yellow		
Diameter: 5 Inch		
Length: 100 Feet		
Couplings: 4 1/2 inch NHT Threads		
Nylon Double Jacket – Poly Lined Attack Hose		
6.0 Product Specifications:	D.	
6.1 General Conditions: 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.		V
6.2 Jacket Construction: 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.		V
6.3 Protective Treatment:	_	
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.		
Page 7		
707		

	Specifications	Bid Com	
_		Yes	No
	6.4 Lining Construction: 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.		
	6.5 Quality Assurance: 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.		
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Specifications		lder iplies
	Yes	No
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.		
6.8 Couplings: 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).		
7.0 Physical Hose Properties: Color: Red Diameter: 2 1/2 Inch		
Length: 50 Feet Couplings: 2 1/2 inch NHT Threads		
8.0 BID PRICE – please submit pricing on "line items" tab		
1 ¾" X 50'		
1 ¾" X 100'		
2 ½" X 50'		
5" X 100'		
2 ½" x 50'		
8.01 <u>Bid Price Guarantee</u> Bidder guarantees price for a period of 24 months for future purchases.		
8.02 <u>Delivery costs included guarantee</u> All pricing shall include delivery.		
EXCEPTIONS 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.		
NOTE: ANY AND ALL EXCEPTIONS TO THESE SPECIFICATIONS SHALL BE LISTED AND BE REFERRED BY PARAGRAPH.		
COMMERCIAL GENERAL LIABILITY INSURANCE 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:	~	
Page 9		

	Yes Yes	-
	2000	N
Products/Completed Operations Aggregate Personal and Advertising Injury Personal		IN .

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America's Bravest Equipment Co.

Specializing in Fire and Rescue Equipment

BID # 51-2023 FIRE HOSE EXCEPTIONS

SECTION DESCRIPTION

- 6.1 & 6.2 The Nylon double jacket hose (Dura Pak) was recently discontinued by Snap-Tite. We have substituted the Ponn Conquest with a Polyester double jacket. This hose also has a thermoplastic polyurethane liner, but it is a thru-theweave instead of a separate liner.
- 8.01 Snap-Tite will not guarantee pricing beyond 12 months. This pricing is only good for a period of one year. Second year pricing would have to be agreed upon 30 days before the expiration date.



America's Bravest Equipment Co Specializing in Fire & Safety Equipment

PO Box 1451 Corbin, KY 40702 Phone (502) 231-7991

Lexington Fire Department 2023 Hose Bid

QUOTATION

DATE: 5/15/2023

GOOD THRU: 5/30/2024

QUOTE BY: Scott Sizemore CELL NO: 606-269-9176

Comments and/or Special Directions:	

PART NUMBER	DESCRIPTION	QUANTITY	EACH	PRICE
FC17X50_K15NZ	Ponn 1-3/4 Inch Double Jacket (Any Color Offered) with a Black Stripe Ponn Conquest 50 Feet	1	\$272.05	\$272.05
	Coupled 1-1/2 Inch NH with aluminum Couplings			
FC17X100RK15NZ	Ponn 1-3/4 Inch Double Jacket Red with Black Stripe Ponn Conquest 100 Feet Coupled 1-1/2 Inch NH with aluminum Couplings	1	\$515.05	\$515.05
FC25X50TK25NZ	Ponn 2-1/2 Inch Double Jacket Tan with Black Stripe Ponn Conquest 50 Feet Coupled 2-1/2 Inch NH with aluminum Couplings	1	\$298.92	\$298.92
FC50X100_45NKTZ	Ponn 5 Inch Double Jacket (Tan or Yellow) Ponn Conquest 100 Feet Coupled 4-1/2 Inch Kwik Tack Couplings	1	\$1,160.64	\$1,160.64
FC25X50R25NZ	Ponn 2-1/2 inch Double Jacket Red Conquest 50 Feet Coupled 2-1/2 Inch NH with aluminum Couplings	1	\$295.70	\$295.70
	ALL HOSE TO BE STENCILED PER CUSTOMER REQUEST			
	PRICING ON HOSE TO BE VALID FOR ONE (1) YEAR			
	2ND YEAR PRICING TO BE AGREEDED UPON 30 DAYS BEFORE EXPIRATION DATE			
	PRICING INCLUDES FREIGHT ON ORDERS OF ANY AMOUNT			
	SHIPPING CHARGES ARE NOT INCLUDED IN THIS QUOTE UNLESS NOTED ABOVE			\$2,542.36

If you have any questions, please contact our office, 502-231-7991

THANK YOU FOR YOUR BUSINESS!



CAFS

POTABLE

WATER

USA MADE

SNAP-TITE CONQUEST



POLYESTER DOUBLE JACKET ATTACK/SUPPLY HOSE

Looking for a hose to flow a tremendous amount of water? You've found it with CONQUEST! Today's fires are hotter and more water is needed at the nozzle to knock them down fast. Conquest meets that challenge every day. Our patented thru-the-weave extruded polyurethane liner has an incredibly smooth surface that enhances water flow. Typical friction loss reductions of over 50% compared to other hose designs—deliver more water at standard operating pressure.

FEATURES

- 100% high tenacity ring-spun polyester outer jacket covering an extruded thru-the-weave polyurethane inner hose. **NO ADHESIVE IS USED** and the lining will never delaminate.
- Exclusive Dura-Cote™ treatment.
- Hose remains flexible to temperatures as low as -40°F (-40°C) and meets all NFPA requirements for ozone resistance.
- Passes 34" doorway kink test at 50 psi (345 kPa) nozzle pressure.
- · Suitable for CAFS and foam concentrates.
- Optional color-coded stripe of one contrasting color can be woven into the outer jacket running the full length of the hose for identification purposes.
- Manufactured in accordance with NFPA 1961 Standard, latest edition within our ISO-9001:2015 certified quality assurance system.

CONSTRUCTION

Polyester Double Jacket
Extruded Thru-the-Weave Polyurethane
Inner Liner

TEMPERATURE RANGE

-40°F to 150°F (-40°C to 66°C)

COUPLINGS

Aluminum NH/NST or IPT Threaded & Aluminum Storz

HOSE COLORS



STRIPE COLORS*



*not available for LDH model/ 4", 5", & 6" sizes



HOSE SIZING AND SPECIFICATIONS

SIZE	SERVICE TEST	PROOF TEST	BURST	WEIGHT (FOR 50' COUPLED)	FLAT WIDTH	ID	BOWL SIZE	CERTIFICATION AVAILABLE
IN	PSI (kPa)	PSI (kPa)	PSI (kPa)	LBS (KG)	IN	IN	IN	
1 3/4"	400 (2758)	800 (5516)	1200 (8274)	19 (8.6)	3.20"	1.80"	2 3/16"	(ÎL) (IL)
2"	400 (2758)	800 (5516)	1200 (8274)	21 (9.5)	3.40"	2.04"	2 5/16"	
21/2"	400 (2758)	800 (5516)	1200 (8274)	30 (13.6)	4.30"	2.55"	2 7/8"	(I) (II)
3"	300 (2068)	600 (4137)	900 (6205)	35 (15.9)	5.40"	3.11"	3 9/16"	
4"	300 (2068)	600 (4137)	900 (6205)	50 (22.7)	6.90"	4.18"	4 17/32"	
5"	300 (2068)	600 (4137)	900 (6205)	64.5 (29.3)	8.13"	5.10"	5 5/16"	
6"	300 (2068)	600 (4137)	900 (6205)	86 (39)	9.80"	6.10"	6 3/4"	

As per NFPA 1961 - The service test pressure is to be 10% greater than the "normal highest operating pressure" at which the hose is expected to be used.

HOW TO ORDER

	ТҮРЕ	HOSE ID	ву	HOSE LENGTH	COLOR	STRIPE COLOR*	COUPLING SIZE	THREAD TYPE	COUPLING MATERIAL	OPTIONS
	FC	17 = 13/4" 20 = 2" 25 = 21/2" 30 = 3" 40 = 4" 50 = 5" 60 = 6"	х	50 = 50' 100 = 100'	Y = Yellow R = Red B = Blue O = Orange G = Green T = Tan C = White (coated)	Y = Yellow R = Red B = Blue K = Black G = Green Blank = No Stripe	15 = 1½" 20 = 2" 25 = 2½" 30 = 3" 40 = 4" 50 = 5" 60 = 6"	N = NH I = IPT S = Storz	Blank = (Aluminum)	UL = UL Labeled ULC = UL Canada Labeled

Part No. Example: FC17X50YR15N = FC Conquest Hose, 13/4" ID by 50' Length, Yellow with Red Stripe, 11/2" NH/NST Aluminum Coupling

