



# LEXINGTON

## Bid 8-2024

### L & W Emergency Equipment Supplier Response

#### Event Information

Number: Bid 8-2024  
Title: Emergency Lighting and Equipment  
Type: Competitive Bid  
Issue Date: 1/11/2024  
Deadline: 1/25/2024 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.

Once you have completed and uploaded your bid package, you will need to click "yes" on the attributes tab.

#### Contact Information

Contact: Jessica Allinder  
Address: Procurement  
Government Center Building  
200 East Main Street  
Lexington 40507  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

# L & W Emergency Equipment Information

Contact: Lance Roe  
Address: 250 East Court Street  
Lawrenceburg, KY 40342  
Phone: (502) 839-6334  
Fax: (502) 839-5410  
Email: Lance@lwoutfitters.com  
Web Address: www.sirenwarehouse.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.

Lance Roe  
*Signature*

lance@lwoutfitters.com  
*Email*

Submitted at 1/24/2024 11:39:30 AM (ET)

## Response Attachments

### Lex Bid 8-2024 Signed Docs.pdf

Signed Documents

## Bid Attributes

<b>1</b>	<b>Bid package</b> Have you completed and attached your bid package? This is a contractual agreement and required for all bids. <input checked="" type="checkbox"/> YES
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## Bid Lines

<b>1</b>	PAR28D* 3.5" EXTEND LED DRIVE/WARNING ADVISE LED COLOR Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <input type="text" value="\$140.00"/> Total: <input type="text" value="\$140.00"/>
<b>2</b>	PAR32HD1 ADAPTER KIT FOR PAR28D* Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <input type="text" value="\$3.77"/> Total: <input type="text" value="\$3.77"/>
<b>3</b>	RBKTHD9 H-D REAR CRASH BAR MT FOR LINZ Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <input type="text" value="\$27.80"/> Total: <input type="text" value="\$27.80"/>
<b>4</b>	SA350MH SA-350MH SIREN SPEAKER Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <input type="text" value="\$485.64"/> Total: <input type="text" value="\$485.64"/>
<b>5</b>	SA350MB1 SA350M MOUNTING KIT Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <input type="text" value="\$71.25"/> Total: <input type="text" value="\$71.25"/>
<b>6</b>	MCRNSC* SURFACE MT MICRON CHROME ADVISE LED COLOR Quantity: <u>  1  </u> UOM: <u>  Each  </u> Unit Price: <input type="text" value="\$105.25"/> Total: <input type="text" value="\$105.25"/>

7	LINZ6* LINZ6 LED HORIZ SYNC ADVISE LED COLOR	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$119.13"/>	Total: <input type="text" value="\$119.13"/>
8	RBKTHD7 LINZ6 90 DEG UNDER TURN SIGNAL MT	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$22.00"/>	Total: <input type="text" value="\$22.00"/>
9	M4B6R MOTORCYCLE BOX 6-M4 RIGHT OPEN	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$2,386.16"/>	Total: <input type="text" value="\$2,386.16"/>
10	M1BATT MOTORCYCLE GEL BATTERY	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$262.00"/>	Total: <input type="text" value="\$262.00"/>
11	MBADPT14 MB4/6 ADAPTER PLATE 14 HARLEY	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$79.00"/>	Total: <input type="text" value="\$79.00"/>
12	M4B6CHRG M4B6 BATTERY CHARGER RIGHT	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$284.00"/>	Total: <input type="text" value="\$284.00"/>
13	M4BSEP M4B OPTIONAL SEPARATION PLATE	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$103.82"/>	Total: <input type="text" value="\$103.82"/>
14	M08T "T" ION WINDSHIELD ARRAY BRBRB. Electra Glide	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$545.00"/>	Total: <input type="text" value="\$545.00"/>
15	WPA112 Replacement siren amplifier for WS-321	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$325.00"/>	Total: <input type="text" value="\$325.00"/>
16	WPA112B WPA112 siren amplifier bracket	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$42.00"/>	Total: <input type="text" value="\$42.00"/>
17	IONBKT7 Tahoe Grill Mount for (4) ION series Lights	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$26.45"/>	Total: <input type="text" value="\$26.45"/>
18	IONBKT9 Tahoe Grill Mount for Ion series lights	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$26.45"/>	Total: <input type="text" value="\$26.45"/>
19	CEM8 8 Output expansion module	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$126.50"/>	Total: <input type="text" value="\$126.50"/>
20	WIONB Blue Wide angle ION series LED light	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$99.15"/>	Total: <input type="text" value="\$99.15"/>
21	WIONR Red Wide angle ION series LED light	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$99.15"/>	Total: <input type="text" value="\$99.15"/>
22	TLIR Red "T" ION series LED light	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$95.75"/>	Total: <input type="text" value="\$95.75"/>

2 3	CEM16 16 Output expansion module	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$163.00"/>	Total: <input type="text" value="\$163.00"/>
2 4	TLIB Blue "T" ION series LED light	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$95.75"/>	Total: <input type="text" value="\$95.75"/>
2 5	TLMIC White Mini "T" ION series LED light	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$87.75"/>	Total: <input type="text" value="\$87.75"/>
2 6	TIONMFC Chrome flange for TLMIC light	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$13.11"/>	Total: <input type="text" value="\$13.11"/>
2 7	SSFPOSI6 Headlight/Taillight flasher for Tahoe	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$74.45"/>	Total: <input type="text" value="\$74.45"/>
2 8	IONPEDB Black pedestal housing for ION series LED light	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$51.00"/>	Total: <input type="text" value="\$51.00"/>
2 9	TIONBKT7 Tahoe Running board bracket	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$22.40"/>	Total: <input type="text" value="\$22.40"/>
3 0	LEXTAHMARK, as per specifications	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$3,140.00"/>	Total: <input type="text" value="\$3,140.00"/>
3 1	LEXTAHUNMARK, as per specifications	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$2,299.00"/>	Total: <input type="text" value="\$2,299.00"/>
3 2	IONGROM Whelen Grommet Mount	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$6.84"/>	Total: <input type="text" value="\$6.84"/>
3 3	WIONC Whelen ION Series Universal Mount Super-LED Lightheads Clear	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$100.90"/>	Total: <input type="text" value="\$100.90"/>
3 4	WIONJ Whelen ION Series Universal Mount Super-LED Lightheads Red/Blue	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$100.90"/>	Total: <input type="text" value="\$100.90"/>
3 5	LINZ6* Whelen LINZ6 Series Linear Super-LED Lightheads advise LED color	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$119.13"/>	Total: <input type="text" value="\$119.13"/>
3 6	IW34UFX / IW38UFX Whelen Inner Edge XLP WeCan DUO+ for Interceptor Utility/Sedan	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$1,214.95"/>	Total: <input type="text" value="\$1,214.95"/>
3 7	CANWCT3 Whelen Control Siren System w/CC5K* cable & CANCTL2 Push Button Control Head	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
	Supplier Notes: <input type="text" value="Comes Free with package"/>			

38	GB2SP3J Whelen Legacy Lightbar 54" Lexington Spec with mount brackets	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$2,385.00"/>	Total: <input type="text" value="\$2,385.00"/>
39	GB8SP3J Whelen Legacy Lightbar 48" Lexington Spec with mount brackets	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$2,385.00"/>	Total: <input type="text" value="\$2,385.00"/>
40	VTX609* Whelen Vertex Hide Away LED advise LED color	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$78.96"/>	Total: <input type="text" value="\$78.96"/>
41	SA315P SAK58 Whelen SA315P Siren Speaker w/SAK58 Bracket	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$175.00"/>	Total: <input type="text" value="\$175.00"/>
42	SA315P SAK51 Whelen SA315P Siren speaker w/ SAK51 Bracket	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$29.00"/>	Total: <input type="text" value="\$29.00"/>
43	SA315P SAK70 Whelen SA315P Siren speaker w/ SAK70 Bracket	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$29.00"/>	Total: <input type="text" value="\$29.00"/>
44	SA315P SAK63D Whelen SA315P Speaker w/SAK63 Bracket (Chevy Tahoe)	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$29.00"/>	Total: <input type="text" value="\$29.00"/>
45	HHS-4200 Whelen Hand Held Siren System	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$487.90"/>	Total: <input type="text" value="\$487.90"/>
46	ISFW*Z w/ 6--ISSD & 6--ISDE Whelen Front Inner Edge DUO. Advise vehicle make, model, & year	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$1,274.00"/>	Total: <input type="text" value="\$1,274.00"/>
47	ITRAYW8 w/ 4--ISDK & 4--ISDM Whelen Rear Inner Edge DUO. Advise vehicle make, model, & year	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$1,003.86"/>	Total: <input type="text" value="\$1,003.86"/>
48	MCRNT* Whelen Micron Lighthouse Surface/Stud Mount Black/Chrome Solid/Split Color Red/Blue/Clear.	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$89.45"/>	Total: <input type="text" value="\$89.45"/>
49	M4J M4 LED FLASHER BLUE/RED	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$167.60"/>	Total: <input type="text" value="\$167.60"/>
50	M4FC M4 SERIES FLANGE CHROME	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$13.10"/>	Total: <input type="text" value="\$13.10"/>
51	MCRNSCJ SURFACE MT MICRON R/B CHROME	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$109.60"/>	Total: <input type="text" value="\$109.60"/>
52	PELCC PERIMETER ENHANCEMENT LT CHRM	Quantity: <u>  1  </u> UOM: <u> Each </u>	Unit Price: <input type="text" value="\$147.63"/>	Total: <input type="text" value="\$147.63"/>
	Supplier Notes: <input type="text" value="There is no such part number I think you mean plcr"/>			

53	SPT5D BUMPER MT SPEAKER DRVR TRANSIT	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$285.50"/>	Total: <input type="text" value="\$285.50"/>
54	Percentage off all other Whelen catalog items <i>(Line excluded from response total)</i>	Quantity: <u>  1  </u> UOM: <u>Percent Off</u>		Total: <input type="text" value="42%"/>
55	C-VSW-1005-TAH-PM Filler Plates to be included with console. Tahoe Console C-EB35-T91S-1P Tait self contained radio bracket C-EB40-CCS-1P Whelen Core control head bracket C-FP-15 1.5" filler panel	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$629.00"/>	Total: <input type="text" value="\$629.00"/>
56	C-CUP-2-I Internal Cupholder	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$44.20"/>	Total: <input type="text" value="\$44.20"/>
	Supplier Notes: <input type="text" value="Part Number obsolete new part cup2-1001"/>			
57	CUP2-1001 Internal Cupholder	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$44.20"/>	Total: <input type="text" value="\$44.20"/>
58	C-HDM-204 Side Mounted Pole	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$144.00"/>	Total: <input type="text" value="\$144.00"/>
59	C-MD-112 Tilt Swivel Device	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$231.20"/>	Total: <input type="text" value="\$231.20"/>
60	C-ARM-105 Arm Rest	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$156.00"/>	Total: <input type="text" value="\$156.00"/>
	Supplier Notes: <input type="text" value="Obsolete part number new part C-AM-108"/>			
61	K9-C26 Standard White K-9 transport system	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$3,129.80"/>	Total: <input type="text" value="\$3,129.80"/>
62	K9-A-201 K9 Hot-N-Pop electronic system	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$1,977.50"/>	Total: <input type="text" value="\$1,977.50"/>
63	K9-A-306 K9 transport Engine Stall Sensor	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$180.00"/>	Total: <input type="text" value="\$180.00"/>
64	K9-A-102 K9 Air Circulation Fan	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$138.00"/>	Total: <input type="text" value="\$138.00"/>
65	DS-PAN-432-2 Docking Station with Dual Pass-Through Antennas connections and power supply for Panasonic Tough Book 54 and 55	Quantity: <u>  1  </u> UOM: <u>Each</u>	Unit Price: <input type="text" value="\$916.00"/>	Total: <input type="text" value="\$916.00"/>

6 Percentage off all other Havis catalog items  
6 (Line excluded from response total)

Quantity: 1 UOM: Percent Off

Total:

**Response Total: \$29,243.95**



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: January 11, 2024

## INVITATION TO BID #8-2024 Emergency Lighting & Equipment

**Bid Opening Date:** January 25, 2024      **Bid Opening Time:** 2:00 PM  
**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>  
**Type of Bid:** Price Contract

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

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **1/25/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

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

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by: L&W Emergency Equip.  
Firm Name

250 E Court St.  
Address

Lawrenceburg Ky 40342  
City, State & Zip

**Bid must be signed:**   
Signature of Authorized Company Representative – Title

Lance Roe  
Representative's Name (Typed or printed)

502-839-6334      \_\_\_\_\_  
Area Code - Phone – Extension      Fax #

lance@lwoutfitters.com  
E-Mail Address



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

**AFFIDAVIT**

Comes the Affiant, Lance Roe, and after being first duly sworn under penalty of perjury as follows:

1.  His/her name is Lance Roe and he/she is the individual submitting the bid or is the authorized representative of L+W Emergency Equipment the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. 

STATE OF Kentucky

COUNTY OF Anderson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lance Roe on this the 18<sup>th</sup> day of January, 2024

My Commission expires: 3.14.26

 47055  
NOTARY PUBLIC, STATE AT LARGE

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

## I. **GREEN PROCUREMENT**

### A. **ENERGY**

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

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

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

#### Key Benefits

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

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

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

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

### C. **GREEN COMMUNITY**

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

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

Yes  No

## II. **Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

## 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

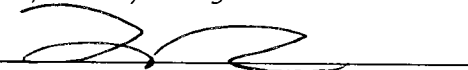
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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 employment rights of minorities, women, veteran status, disability and age.*

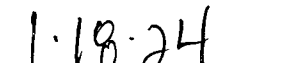
  
\_\_\_\_\_  
Signature

*L & W Emergency Equipment*  
\_\_\_\_\_  
Name of Business

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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

  
Signature

  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: L+W Emergency Equip.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1														1	
Professionals																	
Superintendents																	
Supervisors		1	1													1	1
Foremen																	
Technicians		19		1												20	
Protective Service																	
Para-Professionals																	
Office/Clerical			2														2
Skilled Craft																4	
Service/Maintenance			1														1
<b>Total:</b>		25	4	1												26	4

Prepared by: Beth Willoughby, GM Date: 1, 19, 24  
 (Name and Title) Revised 2015-Dec-15



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 8-2024

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 Procurement 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.	N/A			
3.	NOT MWDBE			
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.

LA W Emerg. Equip.  
 Company  
1-18-24  
 Date

Beth Wynn  
 Company Representative  
Grm  
 Title



**LEXINGTON**

**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 8-2024

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 Procurement 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.	N/A			
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.

LTW Emerg. Equip.  
Company

1.18.24  
Date

Beth Willaughby  
Company Representative

GM  
Title



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 8-2024

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 Procurement 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.		N/A			
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.

Low Emerg. Equip.  
Company

1-18-24  
Date

Beth Willegghy  
Company Representative

GM  
Title





# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 8.2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Lt W Emag. Equip.</u>	Contact Person <u>Lance Poe</u>
Address/Phone/Email <u>250 E Court St. Lawrenceburg Ky 40342 lance@lmountfitters.com</u>	Bid Package / Bid Date <u>8.2024</u>

MWDBE Company Address	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
<u>N/A</u>								

(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.

Lt W Emergency Equip  
 Company  
1.18.24  
 Date

Beth Willoughby  
 Company Representative  
GM  
 Title



# LEXINGTON

## 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 Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # 8-2024

Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract # <u>8-2024</u>	Work Period/ From: _____ To: _____
Company Name: <u>L &amp; W Emerg. Equip.</u>	Address: <u>250 E Court St. Lawrenceburg Ky 40342</u>
Federal Tax ID: <u>11-3726580</u>	Contact Person: <u>Beth Willoghby / Lance Roe</u>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
<i>N/A</i>							

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 misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

L & W Emerg. Equip.  
Company

Beth Willoghby  
Company Representative

1-18-24  
Date

Em  
Title

### 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 Procurement 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 MWDBE 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 MWDBE 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

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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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.**

**NOTE: 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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

L+W Emergency Equip  
Company

Date

1-18-24


Beth Willoghby  
Company Representative

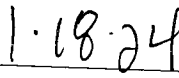
Title

Gm

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

  
\_\_\_\_\_  
Date