

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

**Bid#26-2021 Flammable Storage Building Door Replacement
Online Bidding in IONWAVE Electronically Only**

Bid Number: #26-2021

Date: March 25, 2021

Subject: Flammable Storage Building Door Replacement

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced bid:

- The LFUCG Government Center at 200 East Main Street is temporarily closed due to the COVID-19 outbreak. **Submissions for this bid will only be accepted online.**
- Complete and sign (where appropriate) the bid documents and upload them to the Ion Wave system on the Response Attachments tab of the bid page.
- Enter your name and email address which indicates your acceptance of the bid terms and conditions on the Response Submission tab.
- You may click on the help link in the top right corner of the Ion Wave bid page then select the "Sourcing Supplier Quick Tutorial" link under the Bid Response section for detailed instructions on how to submit your online response.





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 25, 2021

INVITATION TO BID #26-2021 Flammable Storage Building Doors Replacement at Town Branch

Bid Opening Date: April 15, 2021

Bid Opening Time: 2:00 PM

Address:

Type of Bid: Firm Bid

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

All bids are to be submitted electronically at <https://lexingtonky.ionwave.net/>

Bids are to include all shipping, handling and associated fees to the point of delivery located at: 301 Jimmie Campbell Drive, Lexington, Ky.

Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>84</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Submitted by: Schiller Architectural Hardware & Door Systems

Firm Name

1032 Rushwood Ct

Address

Lexington, KY 40511

City, State & Zip

Bid must be signed:
(original signature)

David Borgmeier

- Vice President

Signature of Authorized Company Representative – Title

David Borgmeier

Representative's Name (Typed or printed)

859-233-4427

859-253-2831

Area Code - Phone – Extension

Fax #

DBorgmeier@GoSchiller.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, David Borgmeier, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. _____

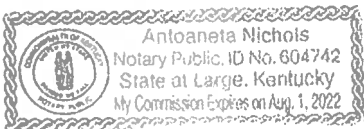
STATE OF KY

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by David Borgmeier on this the 15th day of April, 2021.

My Commission expires: 08/01/2022



Antoaneta Nichols / Antoaneta Nichols
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

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

"Bid on Bid#26-2021 Flammable Storage Building Doors Replacement at Town Branch

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of 5% if over \$50,000 percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, 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 special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

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

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

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

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

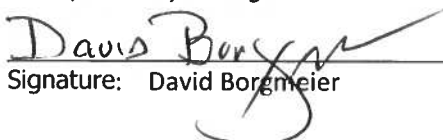
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment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

Schiller Architectural Hardware & Door Systems
Name of Business

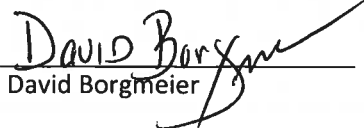
GENERAL PROVISIONS OF BID CONTRACT

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.
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.


David Borgmeier

04/15/2021

Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Schiller Architectural Hardware & Door Systems

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	20	12	8													12	8
Professionals	24	16	8													16	8
Superintendents																	
Supervisors																	
Foremen																	
Technicians	16	15				1										16	
Protective Service																	
Para-Professionals																	
Office/Clerical	22	13	7		1						1					13	9
Skilled Craft	29	26		1		2										29	
Service/Maintenance																	
Total:	111	82	23	1	1	3					1					86	25

Prepared by: Shelby VanEps; Estimating Coordinator Date: 4 / 15 / 2021

(Name and Title)

Revised 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 – Room 338
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

- 1) 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 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.
- 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 MWDBE 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.

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 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 the 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@nwbo.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 # 26-2021

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. NA- The scope of work was such that subcontractors were not required				
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.

SchillerArchitectural Hardware & Door Systems
Company

David Borgmeier / David Borg
Company Representative

4/15/21
Date

Vice President
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 26-2021


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. NA- The scope of work was such that subcontractors were not required				
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.

SchillerArchitectural Hardware & Door Systems
Company

4/15/21
Date

David Borgmeier 
Company Representative

Vice President
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

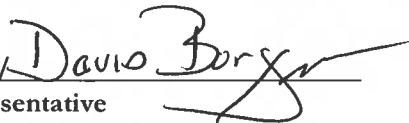
Bid/RFP/Quote Reference # 26-2021

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. NA- The scope of work was such that subcontractors were not required					
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.

Schiller Architectural Hardware & Door Systems
Company

David Borgmeier
Company Representative 

4/15/21
Date

Vice President
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 26-2021

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 Schiller Architectural Hardware & Door Systems	Contact Person David Borgmeier
Address/Phone/Email 1032 Rushwood Ct Lexington, KY 40511 DBorgmeier@GoSchiller.com	Bid Package / Bid Date #26-2021 04/15/2021

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
NA- The scope of work was such that subcontractors were not required								

(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.

Schiller Architectural Hardware & Door Systems
Company

David Borgmeier
Company Representative

4/15/21
Date

Vice President
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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 26-2021
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # Flammable Storage Building Door Replacement	Work Period/ From: _____ To: _____
Company Name: Schiller Architectural Hardware & Door Systems	Address: 1032 Rushwood Ct Lexington, KY 40511
Federal Tax ID: 61-0587238	Contact Person: David Borgmeier

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
NA-	The scope of work was such that subcontractors were not required						

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.

Schiller Architectural Hardware & Door Systems David Borgmeier /
Company **Company Representative**
04/15/2020 Vice President
Date **Title**

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 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.

SchillerArchitectural Hardware & Door Systems
Company

04/15/2021

Date

David Borgmeier DAVID Borgmeier
Company Representative

Vice President

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #26-2021 Flammable Storage Building Doors Replacement at Town Branch

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

**BID SPECIFICATIONS
FOR
FLAMMABLE STORAGE BUILDING
DOORS REPLACEMENT PROJECT
AT
TOWN BRANCH WWTP**

GENERAL

1. The successful bidder will provide all materials, equipment and labor necessary to perform removal of existing doors, frames and hardware and installation of new 90 minute Fire Rated FRP/Stainless Steel Hybrid Doors, frames and hardware as specified at the Town Branch Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. The work activities will be performed at the following building:
 - Flammable Storage Building:
 - Demolition/removal of five (5) existing fire rated metal doors and frames, and installation of five (5) new 90 Minute Fire Rated FRP/Stainless Steel Hybrid doors, frames, and hardware as specified within
3. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.
4. The successful Bidder is **required** to accurately field measure all doors, frames and/or accessories to ensure proper fit and alignment (**measurements included within these specifications are approximate**). Improperly sized doors, frames and/or accessories will be rejected by Owner.
5. The successful Bidder is responsible for disposal of all material/product that may be removed and/or used during the work activities.
6. Bidder/Contractor must have 10 years previous experience installing Fire Rated FRP/Stainless Steel Hybrid Doors and Frames in similar type projects. At a minimum, Bidder/Contractor shall have previous experience working within and/or around wastewater treatment facilities. It is the responsibility of the Bidder/Contractor to provide documentation of previous similar work type experience and/or familiarity of working within wastewater treatment facilities with their respective bid submittals. Failure to provide requested documentation may result in rejection of bid submittal.

7. It is recommended that each potential Bidder schedule a site visit to view and/or evaluate current building conditions and identify work locations and/or conditions that may or may not have an impact on bid submittal. Note: Site visits are an opportunity for Bidder(s) to become familiar with all aspects of the doors and the project. Specific questions concerning the doors and/or project **must be** submitted through Ion-Wave.

Site visits must be scheduled through one of the following:

Jim Nagle: (859)494-9549

Danny Hyatt: (859)621-2722

Rick Bowman: (859)425-2475

8. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within.

9. DEMO NOTES:

- Do not do more demolition than can be replaced and made weather-tight in one day. No openings are to remain exposed overnight.
- Notes and drawings only refer to areas and doors shown.
- It is the responsibility of the contractor to perform all demolition activities in a professional manner with attention given to the structural integrity of all surrounding walls and transoms.
- Products stored within the structure are flammable and as such Contractor is required to take any and all necessary precautions to prevent fire potential and provide fire extinguishing product(s)

10. PROTECTION OF WORK AND IMPROVEMENTS

- CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- CONTRACTOR shall keep property, existing improvements, and the Work including structures, and accessories free from dirt and foreign matter at all times.
- Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

11. PROJECT NOTES:

- Ensure all new frames and/or doors to be level/plumb and square in their openings.
- All materials to be installed per manufacturers written recommendations. All installation details to comply with manufacturers standards and shall not void manufacturer's warranty. In the event that installation details shown conflict with manufacturers details, then materials shall be installed in a manner which will not void the warranty.
- All dimensions are to be field verified by Contractor prior to ordering of material. Do not scale drawings, or rely on existing drawings for accuracy.
- All transoms above doors to remain unless noted.
- Install sealants between building system components at both interior and exterior locations to ensure a watertight enclosure. Utilize shims, joint materials, and backer rods to contain sealant materials. NOTE: Sealants must be approved for use with Fire Rated Doors/Frames.
- Separate non-compatible metals and dissimilar materials to prevent galvanic reactions.
- Contractor shall be responsible for all permit fees and municipal charges, if any.
- Provide shims between building systems and components as required for proper installation.

12 REGULATORY REQUIREMENTS

- OSHA requirements
 - All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act" (OSHA), the Kentucky Occupational Safety and Health Act (KYOSH), the Commonwealth of Kentucky and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.
 - The CONTRACTOR's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve CONTRACTOR from compliance with the obligations and penalties set forth therein.

SCOPE OF WORK

1. Flammable Storage Building:

- Remove/Demolition of five (5) existing fire rated metal doors, frames, and hardware.
- Installation of five (5) new 90 Minute Fire Rated FRP/Stainless Steel Hybrid Doors, frames, hardware & accessories as specified within.
 - Refer to included Drawings for door locations, numbering scheme, door schedule.

END OF SECTION

DETAILED REQUIREMENTS (FRP/Stainless Steel Hybrid Doors)

1. The five (5) new Fire Rated FRP/Stainless Steel Hybrid Door(s) installed in Fire Rated Hollow Metal Frames Shall be the SL-17FR Pebble Grain FRP/Aluminum Hybrid Fire Rated Door as manufactured by Special-Lite® or Owner approved equal.

Specification Compliant	
Yes	No
X	

2. Manufacturer(s):

- Special-Lite, Inc.
 PO Box 6, Decatur, Michigan 49045
 Toll Free: (800) 821-6531, Phone: (269)426-7068, Fax: (800) 423-7610
 Web Site: www.special-lite.com
 E-Mail: info@special-lite.com

DESCRIPTION

1. Model:

- Special-Lite SL-17FR 90 Minute Fire Rated Pebble Grain FRP/Stainless Steel Hybrid Door

Specification Compliant	
Yes	No
X	

- Hardware:
 - Pre-machine doors in accordance with templates from specified hardware manufacturers.
 - Surface mounted closures will be reinforced for but not prepped or installed at factory.
 - Factory install door hardware.
 - Field apply factory supplied gaskets and seals, full width intumescent and smoke seal required at top of door, smoke seals required on both jambs.

2 FRAMING:

- Hollow Metal 90 Minute Fire Rated Framing:

- Model: KD EMA RHR (and/or LHR) BLK Strike RIM INF BLK Hinge Reinforce for SL11HD Mortise Hinge Closer Inf

Specification Compliant	
Yes	No
X	

- Anchors:

- Anchors appropriate for wall conditions to anchor framing to wall materials.
- Door Jamb and Header Mounting Holes: Maximum of 24-inch centers.
- Secure head and sill members of transom, side lites, and similar conditions.

3 MATERIALS

- Fasteners

- All exposed fasteners will have a finish to match material being fastened
- 410 stainless steel or other non-corrosive metal
- Must be compatible with items being fastened

4 FABRICATION

- Factory Assembly

- Required size for door and frame units, shall be **as field verified by Contractor**
- Complete cutting, fitting, forming, drilling, and grinding of metal before assembly
- All cut edges to be free of burs
- Welding of doors or frames is not acceptable
- Maintain continuity of line and accurate relation of planes and angles
- Secure attachments and supports at mechanical joints with hairline fit at contact surfaces

- Shop Fabrication

- All shop fabrication to be completed in accordance with manufactures process work instructions
- Quality control to be performed before leaving each department

5. FINISHES

- Door:
 - FRP Face Sheets:
 - Through Color
 - 1. Color: **Light Gray**
- Frame:
 - Hollow Metal
 - 1. 90 minute Fire Rated
 - 2. Punch and Dimple
 - Paint:
 - 1. Primer

6. HARDWARE

- Pre-machine doors in accordance with templates from specified hardware manufactures and hardware schedule
- Factory install hardware
- Hardware Schedule:
 - Hinges
 - SL-11HD (Continuous Hinge)
 - Locking Hardware
 - 6200 Rim Exit Device(PDQ)
 - Door Pulls
 - 6 EW Escutcheon Trim Wide Stile with Philadelphia Lever(PDQ)
 - Thresholds
 - Stainless steel as specified within Door Hardware Section(NGP)

7. SUBMITTALS

- Action Submittals/Informational Submittals
 - Product Data:
 - Submit manufacturer's product data sheets, catalog pages illustrating the products, description of materials, components, fabrication, finishes, installation instructions, and applicable test reports.
 - Shop Drawings:
 - Submit manufacturer's shop drawings, including elevations, sections, and details indicating dimensions, tolerances, materials, fabrication, doors, panels, framing, hardware schedule, and finish.
 - Samples:
 - Submit manufacturer's door sample composed of door face sheet. Core, framing and finish.
 - Submit manufacturer's sample of standard colors for door face and frame.
 - Testing and Evaluation Reports:
 - Submit testing reports and evaluations provided by manufacturer conducted by an accredited independent testing agency certifying

doors and frames comply with specified performance requirements listed within.

- Manufacturer's Reports:
 - Manufacturer's Project References
 1. Submit list of successfully completed projects including project name, location, name of architect, type, and quantity of doors manufactured.
- Closeout Submittals:
 - Operation and Maintenance Manual
 1. Submit manufacturer's maintenance and cleaning instructions for doors and frames, including maintenance and operating instructions for hardware.
 - Warranty Documentation
 1. Submit manufacturer's standard warranty

8. QUALITY ASSURANCE

- Manufacturer's Qualifications:
 - Continuously engaged in manufacturing of doors of similar type to that specified, with a minimum of 25 years concurrent successful experience.
 - Door and frame components must be fabricated by same manufacturer.
 - Evidence of a documented complaint resolution quality management system.

9. DELIVERY, STORAGE, AND HANDLING

- Delivery:
 - Deliver materials to site in manufacturer's original, unopened, containers and packaging.
 - Labels clearly identifying opening, door mark, and manufacturer.
- Storage:
 - Store materials in a clean, dry area, indoors in accordance with manufacturer's instruction.
- Handling:
 - Protect materials and finish from damage during handling and installation.

10. WARRANTY

- Warrant doors, and factory installed hardware against failure in materials and workmanship, including excessive deflection, faulty operation, defects in hardware installation, and deterioration of finish or construction in excess of normal weathering.
- Standard Period:
 - Ten years starting on date of shipment
- Limited Lifetime:
 - Covers failure of corner joinery, core deterioration, and delamination or bubbling of door skin and corrosion of all-fiberglass products while the door is in its specified application in its original installation.
- Finish:
 - Through color with SpecLite 3[®] integral surfaseal film FRP sheet: 10 years
- Installation Workmanship: 12 months from completion of project.

END OF SECTION

DETAILED REQUIREMENTS (Door Hardware)

1. The door(s) hardware as specified within shall be as manufactured by PDQ Industries, Inc. or Owner approved equal.

Specification Compliant	
Yes	No
X	

2. Exit Device(s):

- PDQ 6200 Series RIM – Wide Stile

- Rim – ANSI Type 1
- Chassis: Corrosion resistant plated steel
- Rail: Extruded Aluminum, Specify 630F for full stainless tactile surfaces (roll formed)
- Strike: ASA Type
- Latch: Pullman with dead latching, stainless steel, 3/4" throw
- Backset: 2-3/4" backset, compatible with 161 prep
- Hand: Device is non-handed, trim is non-handed or field reversible.
- Dogging: Hex key dogging standard, cylinder dogging optional, no dogging on fire listed doors
- Minimum Style Width: 4-1/4"
- Door Thickness: 1-3/4" , for other door thickness applications contact PDQ customer service
- Door Width: Supplied standard for 36" doors, "A" size units available, for maximum door width of 48"
- Finishes: 605 – Polished Brass, 606 – Satin Brass, 613 – Oil Rubbed Bronze, 626 – Satin Chrome, 630 - Stainless Steel, Optional Antimicrobial Coating available on 626 and 630 finishes only.
- Fasteners: Device supplied with sex nuts, machine screws, and wood screws
- Warranty: Ten (10) year limited warranty
- Electronic Access Control Options: Motorized Latch Retraction, Stand Alone Key Pad Trim, Motorized Locking/Unlocking Trim, alarmed Exit, Latch Bolt Monitoring (rim only), Request to Exit/Signal Switches, MLR Retrofit Kit – 81550K-MDT
- Listings and Certifications:
 - a. R and M – UL 305 listed for "Panic", UL 10C listed for "Fire Exit Hardware" up to 3 hours
 - b. Certified to ANSI/BHMA A156.3 Grade 1
 - c. Complies with ADA (Americans with Disabilities Act) and ICC/ANSA 117.1 for Accessible and Usable Buildings
 - d. Meets requirements of the Buy American Act

Specification Compliant	
Yes	No
X	

- PDQ 6EW Series Heavy Duty Exit Device Trim

Specification Compliant	
Yes	No
X	

- Designed for high use and abuse Grade 1 applications
- Heavy duty cast alloy escutcheon thru-bolts directly into the exit device chassis
- No exposed set-screws or installation fasteners
- Designed for use with PDQ's 6200 series. RIM, Concealed Vertical Rod and Surface Vertical Rod exit devices
- Lever remains rigid when locked
- Simple installation
- Handing is field reversible
- Lever rotation: 28 degrees
- Finishes: 605 – Bright Brass, 606 – Satin Brass, 613 – Oil Rubbed Bronze, 619 – Satin Nickel, 625 – Bright Chrome, and 626 – Satin Chrome
- Listing and Certifications:
 - a. ANSI/UL 10C and CAN/ULC-5104 Listed for "Fire Exit Hardware" up to 3 hours for 4'0" x 8'0" maximum single, 8'0" x 8'0" maximum pairs
 - b. Certified to ANSI/BHMA A156.3-2008
 - c. Lever Designs comply with ADA (Americans with Disabilities Act) and ICC/ANSI 117.1 for Accessible and Usable Buildings
 - d. Assembled in U.S.A. with U.S. and foreign material. Meets requirements for Buy American Act

- PDQ 7100 Series Extra Heavy Duty Closers

Specification Compliant	
Yes	No
X	

- Heavy Duty, fully featured architectural style door control
- Body: High Strength Cast Iron
- Arms: Forged steel main arm
- Arm Options:
 - a. PA – Parallel Arm
 - b. HO – Hold Open
 - c. DS/DSHO – Heavy Duty Parallel Stop
 - d. SCS/SCSHO – Spring Cushion Stop for DS/DSHO
 - e. TA/TAHO – Track Arm
 - f. EDA/EDAHO – Extra Duty Parallel Arm
- Piston: 1-1/2" diameter
- Adjustment: Hydraulic controlled closing, Hydraulic backcheck standard, Backcheck positioning valve standard (starts backcheck snubbing sooner)
- Adjustment Valves: all adjustment valves are STAKED to prevent removal during adjustment
- Size: Adjustable BF through 6
- Mounting Retrofit:
 - a. Mounting hole pattern retrofits LCN® 4040
 - b. Tri-packed for regular, top jamb and parallel arm installations
 - c. Includes sex nuts/bolts and screws for wood/metal doors/frames
 - d. Self drilling self tapping screws available
 - e. Separate limiting stop may be required for high abuse applications

- Cover: Full plastic cover standard, optional full metal cover available
- Color and Architectural Finishes: 605 – Polished Brass, 625 – Polished Chrome, 689 – Aluminum, 695 – Duro Bronze, 696 – Gold
- Warranty: Twenty-five (25) year Limited Warranty
- Certifications, Listings, Compliances:
 - a. UL Listed for labeled swinging fire doors rated up to and including 3 hours
 - b. Certified to ANSI/BHMA A156.4 Grade 1
 - c. Complies with ADA (Americans with Disabilities Act) and ICC/ANSI 117.1 for Accessible and Usable Buildings
 - d. Meets requirements of the Buy American Act

- PDQ Key System:

- Small Format Interchangeable Core (SFIC)
- 7-Pin IC Core 2-Keys Best Format Combined Master Keying
- Provide with Construction Cylinder and Control Key

Specification Compliant	
Yes	No
X	

3. Door Accessories (National Guard Products or Owner Approved Equal)

- NGP 512SS Saddle Threshold, Stainless Steel 36"

- Stainless steel Type 304
- 5" wide x 1/2" tall
- Smooth top
- Typical wall thickness .120
- Weight: 2.07 lbs./ft.
- #10 x 1-1/2" FH stainless steel wood screws included
- Mill finish
- Standards:
 - a. ADA Compliant: Barrier Free Thresholds meet the requirements of the ADA Standard for Accessible Design and ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities.
 - b. Certified: by UL to CAN/ULC-S104 and ANSI/UL10B, complies with NFPA 80 and NFPA 252 for application to Hollow Metal fire doors rated up to 3 hours, and wood fire doors rated up to 90 minutes.
 - c. Positive Pressure Certified: by UL to ANSI/UL10C, complies with IBC, NFPA 80 and NFPA 252 for application to Hollow Metal fire doors rated up to 3 hours, and wood fire doors up to 90 minutes.
 - d. ANSI/BHMA Certified: Certified thresholds comply with American National standard for Thresholds ANSI/BHMA A156.21 1,000 lb. load test and are listed in the BHMA Certified Products directory.

Specification Compliant	
Yes	No
X	

- NGP 896SS ADA Compliant Stainless Steel Threshold with Bumper Seal 36"

Specification Compliant	
Yes	No
X	

- Stainless steel Type 304
- 5-1/2" wide x 1/2" tall
- Smooth top
- Typical wall thickness .120
- Weight: 2.83 lbs./ft.
- #10 x 1-1/2" FH stainless steel wood screws included
- Mill finish
- Standards:
 - ADA Compliant: Barrier Free Thresholds meet the requirements of the ADA Standard for Accessible Design and ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities.
 - Certified: by UL to CAN/ULC-S104 and ANSI/UL10B, complies with NFPA 80 and NFPA 252 for application to Hollow Metal fire doors rated up to 3 hours, and wood fire doors rated up to 90 minutes.
 - Positive Pressure Certified: by UL to ANSI/UL10C, complies with IBC, NFPA 80 and NFPA 252 for application to Hollow Metal fire doors rated up to 3 hours, and wood fire doors up to 90 minutes.
 - ANSI/BHMA Certified: Certified thresholds comply with American National standard for Thresholds ANSI/BHMA A156.21 1,000 lb. load test and are listed in the BHMA Certified Products directory.

- NGP ST 5075CL TPE Triple Fin Smoke Seal (36" x 84")

Specification Compliant	
Yes	No
X	

- Self-Adhesive Thermo-Plastic Elastomer (TPE)
- Good abrasion resistance
- Moisture resistant
- BHMA certified to ANSI/BHMA A156.22 performance tests for heat, cold, air infiltration and energy performance
- Rigid base with flexible elastomeric fins
- Flame resistant
- Temperature range -60° to 275°F
- REACH and RoHS compliant
- Modified acrylic pressure sensitive adhesive protected by release liner
- Provides high initial adhesion and long term holding power for permanent mounting in exterior or interior locations
- Resistant to aging, weathering, UV radiation, water, detergent, alcohol and the influence of chemicals
- End use of temperature range of adhesive, long term exposure -30°F up to 250°F
- Shelf life of adhesive prior to installation is one year when stored at 75°F and 50% relative humidity or less
- 1/2" wide x 3/8" tall
- Available in 36", 48", 72", 84" 96" and 108" lengths
- Clear
- Certifications:
 - Certified by UL to CAN/ULC-S104 and ANSI/UL10B, complies with

- NFPA 80 and NFPA 252 for application to Hollow Metal fire doors rated up to 3 hours, and Wood fire doors rated up to 90 minutes
- b. Positive Pressure-Certified by UL to ANSI/UL10C, complies with IBC, NFPA 80 and NFPA 252 for application to Hollow Metal fire doors rated up to 3 hours, and Wood fire doors rated up to 90 minutes.
 - c. Air Infiltration Tested to ASTM E283, Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors.
 - d. Acoustical Tested to ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements, and ASTM E2235 Standard Test Method for Determination of Decay Rates for use in Sound Insulation Test Methods.
 - e. Smoke and Draft Control Gasketing: Certified by UL to ANSI/UI10C and ANSI/UL1784 Category "H"; complies with IBC and NFPA 105 for use on "S" labeled Positive Pressure Hollow Metal fire doors rated up to 3 hours, and wood fire doors rated up to 90 minutes.
 - f. ANSI/BHMA Certified: Certified Gasketing complies with American National Standard for Door Gasketing and Edge Sealing Systems ANSI/BHMA A156.22 and is listed in the BHMA Certified Products Directory.

END OF SECTION

DOOR SCHEDULE

Door Number	Nominal Size*	Door Type	Jamb	Head	Interior/Exterior
8	3'0" x 7'2"**	F	1	1	Exterior
9	3'0" x 7'2"**	F	1	1	Exterior
10	3'0" x 7'2"**	F	1	1	Exterior
11	3'0" x 7'2"**	F	1	1	Exterior
12	3'0" x 7'2"**	F	2	2	Interior

***Nominal Size:** Provided for reference only! Contractor is required to field verify all measurements for accuracy.

DOOR HARDWARE & ACCESSORIES

Item #	Item	Part Number	Doors
1	PDQ 6200 Series RIM – Wide Stile	PDQ 6200R A 630 RIM PANIC	8, 9, 10, 11 & 12
2	PDQ 6EW Series Heavy Duty Exit Device Trim	PDQ 6EW 08 PHL SF7L TRIM	8, 9, 10, 11 & 12
3	PDQ 7100 Series Extra Heavy Duty Closers	PDQ 7101 BC PA 689 TRI-PACK Full Cover Closer	8, 9, 10, 11 & 12
4	PDQ Key System:	PDQ SFIC 7-PIN IC CORE 2-KEYS BEST FORMAT COMBINATED MASTER KEYING	8, 9, 10, 11 & 12
5	NGP Stainless Steel Saddle Threshold	NGP 512SS Saddle Threshold	12
6	NGP ADA Compliant Threshold W/Bumper Seal	NGP 896SS 36" Bumper Seal Threshold	8, 9, 10 & 11
7	NGP TPE Triple Fin Smoke Seal	NGP 5075CL TPE Triple Fin Smoke Seal 36" x 84"	8, 9, 10, 11 & 12

END OF SECTION

INDIVIDUAL DOOR DETAILS

1. DOOR #12

- Interior Fire Rated Door and Frame: 90 minute
- Frame: KD EMA LHR BLK STRIKE RIM INF BLK HINGE REINFORCE FOR SL11 MORTISE HINGE CLOSER INF
- Door: SL-17FR Pebble Grain FRP/Stainless Steel Hybrid Door (as specified within)
 - LHR
 - Prep for SL-11HD Hinge and exit device/pull door
 - 1.

Item	Part Number
PDQ 6200 Series RIM – Wide Stile	PDQ 6200R A 630 RIM PANIC
PDQ 6EW Series Heavy Duty Exit Device Trim	PDQ 6EW 08 PHL SF7L TRIM
PDQ 7100 Series Extra Heavy Duty Closers	PDQ 7101 BC PA 689 TRI-PACK Full Cover Closer
PDQ Key System:	PDQ SFIC 7-PIN IC CORE 2-KEYS BEST FORMAT COMBINATED MASTER KEYING
NGP Stainless Steel Saddle Threshold	NGP 512SS Saddle Threshold
NGP TPE Triple Fin Smoke Seal	NGP 5075CL TPE Triple Fin Smoke Seal 36" x 84"

Nominal Size*	Door Type	Jamb	Head
3'0" x 7'2"*	F	2	2

***Note: Nominal size is provided for reference only! Contractor is required to accurately measure and field verify actual measurement(s) for door and frame.**

Contractor Verified Field Measurements

Contractor Verified Measurement(s)	Door Type	Jamb	Header
x	F	2	2

2. DOOR #11

- Exterior Fire Rated Door and Frame: 90 minute
- Frame: KD EMA LHR BLK STRIKE RIM INF BLK HINGE REINFORCE FOR SL11 MORTISE HINGE CLOSER INF
- Door: SL-17FR Pebble Grain FRP/Stainless Steel Hybrid Door (as specified within)
 - LHR
 - Prep for SL-11HD Hinge and exit device/pull door

○

Item	Part Number
PDQ 6200 Series RIM – Wide Stile	PDQ 6200R A 630 RIM PANIC
PDQ 6EW Series Heavy Duty Exit Device Trim	PDQ 6EW 08 PHL SF7L TRIM
PDQ 7100 Series Extra Heavy Duty Closers	PDQ 7101 BC PA 689 TRI-PACK Full Cover Closer
PDQ Key System:	PDQ SFIC 7-PIN IC CORE 2-KEYS BEST FORMAT COMBINATED MASTER KEYING
NGP ADA Compliant Threshold W/Bumper Seal	NGP 896SS 36" Bumper Seal Threshold
NGP TPE Triple Fin Smoke Seal	NGP 5075CL TPE Triple Fin Smoke Seal 36" x 84"

Nominal Size*	Door Type	Jamb	Head
3'0" x 7'2"*	F	1	1

***Note: Nominal size is provided for reference only! Contractor is required to accurately measure and field verify actual measurement(s) for door and frame.**

Contractor Verified Field Measurements

Contractor Verified Measurement(s)	Door Type	Jamb	Header
x	F	1	1

3. DOOR #10

- Exterior Fire Rated Door and Frame: 90 minute
- Frame: KD EMA RHR BLK STRIKE RIM INF BLK HINGE REINFORCE FOR SL11 MORTISE HINGE CLOSER INF
- Door: SL-17FR Pebble Grain FRP/Stainless Steel Hybrid Door (as specified within)
 - RHR
 - Prep for SL-11HD Hinge and exit device/pull door

○

Item	Part Number
PDQ 6200 Series RIM – Wide Stile	PDQ 6200R A 630 RIM PANIC
PDQ 6EW Series Heavy Duty Exit Device Trim	PDQ 6EW 08 PHL SF7L TRIM
PDQ 7100 Series Extra Heavy Duty Closers	PDQ 7101 BC PA 689 TRI-PACK Full Cover Closer
PDQ Key System:	PDQ SFIC 7-PIN IC CORE 2-KEYS BEST FORMAT COMBINATED MASTER KEYING
NGP ADA Compliant Threshold W/Bumper Seal	NGP 896SS 36" Bumper Seal Threshold
NGP TPE Triple Fin Smoke Seal	NGP 5075CL TPE Triple Fin Smoke Seal 36" x 84"

Nominal Size*	Door Type	Jamb	Head
3'0" x 7'2"*	F	1	1

***Note: Nominal size is provided for reference only! Contractor is required to accurately measure and field verify actual measurement(s) for door and frame.**

Contractor Verified Field Measurements

Contractor Verified Measurement(s)	Door Type	Jamb	Header
x	F	1	1

4. DOOR #9

- Exterior Fire Rated Door and Frame: 90 minute
- Frame: KD EMA LHR BLK STRIKE RIM INF BLK HINGE REINFORCE FOR SL11 MORTISE HINGE CLOSER INF
- Door: SL-17FR Pebble Grain FRP/Stainless Steel Hybrid Door (as specified within)
 - LHR
 - Prep for SL-11HD Hinge and exit device/pull door

Item	Part Number
PDQ 6200 Series RIM – Wide Stile	PDQ 6200R A 630 RIM PANIC
PDQ 6EW Series Heavy Duty Exit Device Trim	PDQ 6EW 08 PHL SF7L TRIM
PDQ 7100 Series Extra Heavy Duty Closers	PDQ 7101 BC PA 689 TRI-PACK Full Cover Closer
PDQ Key System:	PDQ SFIC 7-PIN IC CORE 2-KEYS BEST FORMAT COMBINATED MASTER KEYING
NGP ADA Compliant Threshold W/Bumper Seal	NGP 896SS 36" Bumper Seal Threshold
NGP TPE Triple Fin Smoke Seal	NGP 5075CL TPE Triple Fin Smoke Seal 36" x 84"

Nominal Size*	Door Type	Jamb	Head
3'0" x 7'2"*	F	1	1

***Note: Nominal size is provided for reference only! Contractor is required to accurately measure and field verify actual measurement(s) for door and frame.**

Contractor Verified Field Measurements

Contractor Verified Measurement(s)	Door Type	Jamb	Header
x	F	1	1

5. DOOR #8

- Exterior Fire Rated Door and Frame: 90 minute
- Frame: KD EMA RHR BLK STRIKE RIM INF BLK HINGE REINFORCE FOR SL11 MORTISE HINGE CLOSER INF
- Door: SL-17FR Pebble Grain FRP/Stainless Steel Hybrid Door (as specified within)
 - RHR
 - Prep for SL-11HD Hinge and exit device/pull door

○

Item	Part Number
PDQ 6200 Series RIM – Wide Stile	PDQ 6200R A 630 RIM PANIC
PDQ 6EW Series Heavy Duty Exit Device Trim	PDQ 6EW 08 PHL SF7L TRIM
PDQ 7100 Series Extra Heavy Duty Closers	PDQ 7101 BC PA 689 TRI-PACK Full Cover Closer
PDQ Key System:	PDQ SFIC 7-PIN IC CORE 2-KEYS BEST FORMAT COMBINATED MASTER KEYING
NGP ADA Compliant Threshold W/Bumper Seal	NGP 896SS 36" Bumper Seal Threshold
NGP TPE Triple Fin Smoke Seal	NGP 5075CL TPE Triple Fin Smoke Seal 36" x 84"

Nominal Size*	Door Type	Jamb	Head
3'0" x 7'2"*	F	1	1

***Note: Nominal size is provided for reference only! Contractor is required to accurately measure and field verify actual measurement(s) for door and frame.**

Contractor Verified Field Measurements

Contractor Verified Measurement(s)	Door Type	Jamb	Header
x	F	1	1

END OF SECTION

Item	Description	Bid Price
Doors, Frames, and Hardware Replacement	Provide all materials, equipment and labor necessary to perform removal of existing doors, frames and hardware and installation of new Fire Rated FRP/Stainless Steel Hybrid Doors, frames and hardware as specified within	\$31,650.00 ***
Keying Option	Extra cut change, Master, Control Key	\$30.00 ***
Total Lump Sum Bid Price		\$31,680.00 ***

SPECIAL INSTRUCTIONS TO BIDDER:

- For bidding questions contact Brian Marcum, Division of Central Purchasing, @ 859-258-3325.

***BID PRICES MUST BE SUBMITTED THROUGH ION-WAVE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schiller Architectural Hardware and Door Systems
1032 Rushwood Court
Lexington, KY 40511

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Project 26-2021, Flammable Storage Building Door Replacement at Town Branch

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of April, 2021

Antoinette Mickey
(Witness)

Schiller Architectural Hardware and Door Systems
(Principal) (Seal)

By: David Boyer
(Title) VP

Kaiser A. Stans
(Witness)

Arch Insurance Company
(Surety) (Seal)

By: Deborah L. Burton
(Title) Deborah L. Burton Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint: Deborah L. Burton

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond
Principal: Schiller Architectural Hardware and Door Systems
Obligee: Lexington Fayette Urban County Government

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of January, 2021

Attested and Certified

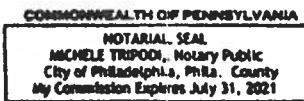
Signature of Regan A. Shulman, Secretary



Signature of Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Signature of Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 12, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of April, 2021.

Signature of Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.