



LEXINGTON

## Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: March 25, 2025

### INVITATION TO BID # 47-2025 RedWave Monitor Rebid

**Bid Opening Date:** April 8, 2025  
**Address:** 200 East Main Street, Lexington, Kentucky 40507  
**Type of Bid:** Firm Bid

**Bid Opening Time:** 2:00 PM

**Pre Bid Meeting:** Month XX, 20XX  
**Address:** XXXXXXXXXXXX Street

**Pre Bid Time:** X:XX xm

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **04/8/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: 219 E. Third Street, Lexington, KY 40508

**\*\*We are not requesting bonds for this but if any pre-payment is required, a performance bond will be requested.\*\***

|   |  |
|---|--|
| <b>Check One:</b><br><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>  | <b>Proposed Delivery:</b><br><u>56</u> days after acceptance of bid. |
| <b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |

Submitted by: All Safe Industries  
*Firm Name*  
10711 Electron Drive  
*Address*  
Louisville, KY 40299  
*City, State & Zip*

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

Cathy S Dehning  
**Signature of Authorized Company Representative – Title**

Cathy S Dehning, Senior Sales Associate  
**Representative's Name (Typed or printed)**

502-499-7988  
**Area Code - Phone – Extension** **Fax #**

sales@allsafeindustries.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, Cathy S Dehning, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. \_\_\_\_\_

**STATE OF** Kentucky

**COUNTY OF** Jefferson

Personally known by  
The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Cathy S Dehning on this the 7th day  
of April, 2025

My Commission expires: 4/05/2029

Elizabeth Carlisle  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

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

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

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

### **C. GREEN COMMUNITY**

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

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

Yes   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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of X percent of the bid price must be attached hereto for bids greater than \$50,000. 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

## **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

### **SPECIAL INSTRUCTIONS TO THE BIDDER**

#### **(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Procurement to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

**Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.**

## EQUAL OPPORTUNITY AGREEMENT

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### 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.*

Cathy S Dehning  
Signature

All Safe Industries  
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.

Cathy S Dehning  
Signature

4/07/2025  
Date

# **WORKFORCE ANALYSIS FORM**

**Name of Organization:** All Safe Industries

| Categories                | Total | White<br>(Not Hispanic or Latino) |    | Hispanic or Latino |   | Black or African-American<br>(Not Hispanic or Latino) |   | Native Hawaiian and Other Pacific Islander<br>(Not Hispanic) |   | Asian<br>(Not Hispanic or Latino) |   | American Indian or Alaskan Native (not Hispanic or Latino) |   | Two or more races<br>(Not Hispanic or Latino) |   | Total |    |
|---------------------------|-------|-----------------------------------|----|--------------------|---|---|---|--|---|-----------------------------------|---|--|---|---|---|-------|----|
|                           |       | M                                 | F  | M                  | F | M   | F | M  | F | M                                 | F | M  | F | M   | F | M     | F  |
| <b>Administrators</b>     | 0     |                                   |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 0     | 0  |
| <b>Professionals</b>      | 2     | 2                                 |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 2     | 0  |
| <b>Superintendents</b>    | 0     |                                   |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 0     | 0  |
| <b>Supervisors</b>        | 4     | 2                                 | 1  |                    |   |   |   |  |   |                                   |   |  |   | 1   |   | 2     | 2  |
| <b>Foremen</b>            | 0     |                                   |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 0     | 0  |
| <b>Technicians</b>        | 2     | 2                                 |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 2     | 0  |
| <b>Protective Service</b> | 0     |                                   |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 0     | 0  |
| <b>Para-Professionals</b> | 0     |                                   |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 0     | 0  |
| <b>Office/Clerical</b>    | 5     | 1                                 | 3  |                    | 1 |   |   |  |   |                                   |   |  |   |   |   | 1     | 4  |
| <b>Skilled Craft</b>      | 10    | 2                                 | 6  | 1                  |   |   | 1 |  |   |                                   |   |  |   |   |   | 2     | 8  |
| <b>Service/Maintenanc</b> | 2     | 2                                 |    |                    |   |   |   |  |   |                                   |   |  |   |   |   | 2     | 0  |
| <b>Total:</b>             | 25    | 11                                | 10 | 1                  | 1 |   | 1 |  |   |                                   |   |  |   | 0   | 1 | 14    | 11 |

**Prepared by:** Cathy S Dehning, Senior Sales Associate  
*(Name and Title)*

**Date:** 04 / 07 / 2025

*Revised 2015-Dec-15*

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

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND MWDBE AND VETERAN OWNED SMALL  
BUSINESS CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***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. Black American, Asian American, Hispanic American, Native American)

***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 Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women's Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).





# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 47-2025

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 the Division of Procurement for approval immediately.

**Failure to submit a completed form may cause rejection of the bid.**

| MWBE Company, Name, Address, Phone, Email | DBE/MBE WBE/VOSB/SDVOSB | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|-------------------------|----------------------|--------------------------------|---------------------------|
| 1.  |                         |                      |                                |                           |
| 2.  |                         |                      |                                |                           |
| 3.  |                         |                      |                                |                           |
| 4.  |                         |                      |                                |                           |

The undersigned company representative submits the above list of MDWBE and veteran 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.

All Safe Industries

**Company**

04/07/2025

**Date**

Cathy S Dehning

**Company Representative**

Senior Sales Associate

**Title**



## LFUCG MWDBE SUBSTITUTION FORM

**Bid/RFP/Quote Reference #** 47-2025

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 the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

| SUBSTITUTED<br>DBE/MBE/WBE/VOSB<br>Company Name,<br>Address, Phone, Email | DBE/MBE/WBE/VOSB/SDVOSB<br>Formally Contracted/ Name,<br>Address, Phone, Email | Work to Be<br>Performed | Reason for the<br>Substitution | Total Dollar<br>Value of the<br>Work | % Value of<br>Total Contract |
|---|--|-------------------------|--------------------------------|--------------------------------------|------------------------------|
| 1.  |  |                         |                                |                                      |                              |
| 2.  |  |                         |                                |                                      |                              |
| 3.  |  |                         |                                |                                      |                              |
| 4.  |  |                         |                                |                                      |                              |

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

All Safe Industries

**Company**

04/07/2025

**Date**

Cathy S Dehning

**Company Representative**

Senior Sales Associate

**Title**



## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

|                |       |                 |       |
|----------------|-------|-----------------|-------|
| Proposer Name: | _____ | Date:           | _____ |
| Project Name:  | _____ | Project Number: | _____ |
| Contact Name:  | _____ | Telephone:      | _____ |
| Email:         | _____ |                 |       |

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes ☒ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☒


and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

 Click or tap here to enter text. 

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 Click or tap here to enter text. 

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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.

All Safe Industries

**Company**

04/07/2025

**Date**

Cathy S Dehning

**Company Representative**

Senior Sales Associate

**Title**

4870-1925-6809, v. 1



## 1.0 ***Scope of bid***

1.1 The Lexington Fire Department bid specifications for RedWave Technology XplorIR Handheld Gas Identification System. This item is for the specific use of the Fire Department Hazardous Materials Program. The identification system is intended for emergency responders to accurately identify a vast range of chemical threats with a single, portable system.

## 2.0 ***Requirements – XplorIR Handheld Gas Id System***

2.1 Make and Model: RedWave Technology XplorIR Handheld Gas Identification System

2.2 Color: Red or Green

2.3 Technology: FTIR (Fourier Transform Infrared Spectroscopy)

2.4 Sample Type: Gases

2.5 Gas Measurement: 1.8 meters, multi-pass gas cell, 38ml volume

2.6 Size: 5.8"x12"x5.6"

2.7 Weight: 5.5lbs

2.8 Operating Temperature: 0 to 50 degrees Celsius (32 to 122 degrees Fahrenheit)

2.9 Operating Humidity: 0-95% non-condensing

2.10 Connections: GLS, WIFI (802.11G) and Bluetooth

2.11 Battery Life: 3-6 hours

2.12 Battery Charge Time: 3 hours

2.13 Sample Pump: Active, 1 l/min

2.14 Identification Time: <20 seconds

2.15 Libraries: 5,600+ Gases & Vapors, TICs, CWAs, VOCs, WMDs, Industrial Chemicals, Solvents, Hydrocarbons

2.16 Database: ThreatAssist; integrated chemical information database

2.17 Power: Rechargeable Li Ion battery, 3.5 hour run time, Line power transformer, 100-240 VAC, 50/60 Hz

2.18 Screen: Sunlight Readable, Full Color, 320x240

### 3.0 **Features**

3.1 Identifies chemicals at low ppm concentrations with no sample preparation

3.2 Identifies Toxic Industrial compounds (TICs), Volatile organic compounds (VOCs), Petroleum products, solvents, industrial chemicals, Refrigerants, hydrocarbons, Chemical warfare agents (CWAs)

3.3 Provides results in less than 20 seconds

3.4 FTIR technology allows for positive identification of gases and vapors

3.5 Convenient handheld form factor

3.6 Rugged housing allows for work in the harshest environment, including high temperature and humidity

3.7 GPS Capabilities

3.8 Fully decontaminable – designed for use anywhere on scene

3.10 24/7/365 Reachback

3.11 Ruggedness: Dust; Waterproof/Resistant; IP 54

3.12 Dynamic Atmospheric Correction

#### 4.0 **Warranty and Service:**

4.1 Warranty: 1 Year Platinum warranty package includes full warranty on all parts and labor to repair system.

4.2 Service and access to Ph.D. Chemists, product engineers and application specialists for spectral interpretation assistance and/or technical support 24/7/365.

4.3 1-year Platinum package extended warranty.

#### 5.0 **Notes**

5.1 Compliance: All Units must comply with safety standards and regulations for emergency response equipment.

5.2 Unit will be inspected and tested by LFCUG Division of Fire personnel before the unit is accepted.

5.3 The successful bidder shall deliver the unit to LFUCG Division of Fire Special Operations at 219 E Third Street Lexington, KY. 40508.

5.4 Unit should have all parts and accessories included with unit at time of delivery.

5.5 If the unit is not delivered within 1 year of the bid award the PO may be canceled.

#### 6.0 **Exceptions**

6.1 All exceptions taken shall be listed on exception page only, stating specification number and exception taken.

# EXCEPTION PAGE

[illegible]

## 1.0 ***Scope of bid***

1.1 Fire Department Bid Specification for RedWave Technology ThreatID GLS FTIR Spectrometer. The following bid specifications are outlined for the procurement of a ThreatID GLS FTIR Spectrometer from RedWave Technology for the specific use of the Fire Department Hazardous Materials Program. The Spectrometer is intended for emergency responders to accurately identify a vast range of chemical threats with a single, portable system.

## 2.0 ***Requirements – GLS FTIR Spectrometer***

2.1 Make and Model: RedWave Technology ThreatID GLS FTIR Spectrometer

2.2 Color: Red

2.3 Technology: FTIR (Fourier Transform Infrared Spectroscopy)

2.4 Sample Type: Powders, Liquids, Gases and Interchangeable

2.5 Gas Measurement: 4-meter, multi-pass cell, 160ml volume

2.6 Size: 14"x11"x6"

2.7 Weight: 15lbs

2.8 Integrated Computer: Quad-core 64-bit CPU, 4GB RAM, 64GB SSD

2.9 Display: 10' HDMI, Toughscreen

2.10 Connections: USB 2.0, WiFi (802.11G), Bluetooth, Ethernet

2.11 Camera: Integrated sample surface camera, GPS antenna

2.12 Power Connector: Rugged, waterproof, IP67

2.13 Alarms: Protein, Explosive, CWA, Water, Mixture, Low Signal

2.14 Libraries: 22,000 powder and liquid, 5,600 gas and vapor, TICs, Narcotics, CWA, Explosives, Consumer Products, Chemicals and Pharmaceuticals

2.15 Search Techniques: Primary (Correlation), Automated Mixture Search and Functional Groups

2.16 Database: ThreatAssist; integrated chemical information database

2.17 Reachback: 24/7/365 Support, Automated Reachback Email and On-line support and troubleshooting

### 3.0 **Features**

3.1 10 Second module changeover from powders and liquids to gases/vapors

3.2 No alignment, calibration, or configuration required

3.3 simple operation

3.4 Design for use in harsh environments

3.5 No downtime from oversaturation

3.6 Adaptable to all sample collection methods (Tedlar bags, PID w/outlet, syringe, canister, pump, etc.)

3.7 Software automatically converts to interrogation mode based on sample accessory

3.8 Real-time zoom and spectral manipulation on industry-leading 10" screen

3.9 4+ hour battery life with in-field "hot-swap" capability

3.10 Fully decontaminable – designed for use anywhere on scene

3.11 24/7/365 Reachback

3.12 No secondary devices required – built in WIFI and Hotspot functionality

#### **4.0 Warranty and Service:**

4.1 Warranty: 1 Year Platinum warranty package includes full warranty on all parts and labor to repair system.

4.2 Service and access to Ph.D. Chemists, product engineers and application specialists for spectral interpretation assistance and/or technical support 24/7/365.

4.3 1-year Platinum package extended warranty.

#### **5.0 Notes**

5.1 Compliance: All Units must comply with safety standards and regulations for emergency response Equipment.

5.2 Unit will be inspected and tested by LFCUG Division of Fire personnel before the unit is accepted.

5.3 The successful bidder shall deliver the unit to LFUCG Division of Fire Special Operations at 219 E Third Street Lexington, KY. 40508.

5.4 Unit should have all parts and accessories included with unit at time of delivery.

5.5 If the unit is not delivered within 1 year of the bid award the PO may be canceled.

#### **6.0 Exceptions**

6.1 All exceptions taken shall be listed on exception page only, stating specification number and exception taken.

## EXCEPTION PAGE

| Paragraph Number | Description of exception taken |
|------------------|--------------------------------|
|                  |                                |
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### 7.0 Pricing:

7.1 Pricing: Provide a breakdown of costs, including unit price and any additional fees or charges. An itemized quote is required.

7.2 Alternates: The LFUCG reserves the right to accept or reject any alternate bid. If alternates designated by the LFUCG are considered in the award, the alternates shall be accepted in the sequence in which they are listed on the bid documents and the lowest bid sum shall be computed on the basis of the sum of the base bid, plus any alternates accepted.



Please log into your lonwave account to submit pricing. You will need to click "yes" on the attributes tab once your bid package has been completed and uploaded.



U.S. Small Business  
Administration

**SERVICE-DISABLED  
VETERAN-OWNED  
CERTIFIED**

12/16/2024

Steve Haise  
ALL SAFE INDUSTRIES, INC  
10711 ELECTRON DR LOUISVILLE, KY 40299

Dear Steve Haise,

Congratulations! I am pleased to inform you that ALL SAFE INDUSTRIES, INC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Service-Disabled Veteran-Owned Small Business (SDVOSB)

ALL SAFE INDUSTRIES, INC is eligible for SDVOSB contracts and will be identified as a certified SDVOSB program participant in as of the date of this letter, **12/16/2024.**

To align with your existing certification, your effective date for recertification for all your SBA certifications is **12/16/2024. Your first certification renewal will be due 12/16/2027.**

### **Responsibilities**

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov or DSBS information, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

## **Resources and More Information**

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities.

## **Downloading Certification Icons**

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

## **Misrepresentation**

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

## **Next Steps**

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm ALL SAFE INDUSTRIES, INC's continued program eligibility. Wishing you much success!

Sincerely,

John Perkins  
Government Contracting and Business Development  
Office of Certifications and Eligibility



All Safe Industries, Inc.  
10711 Electron Dr  
Louisville KY 40299  
888-972-3389  
www.allsafeindustries.com

Quote  
#QUO-20880  
Expires 5/30/2025

**Bill To**

Lexington Fire Dept  
Shannon Poynter  
219 E. 3rd Street  
Lexington KY 40508

**Ship To**

Lexington Fire Dept  
Shannon Poynter  
219 E. 3rd Street  
Lexington KY 40508

**D&B:** 94-269-4308

**CAGE:** 1FZK7

| Date     | Cust Ref# | Terms  | Sales Rep     | Shipping Method |
|----------|-----------|--------|---------------|-----------------|
| 4/7/2025 |           | Net 30 | Cathy Dehning | UPS® Ground     |

| Qty | Item #  | Unit Price  | Total Amount |
|-----|---|-------------|--------------|
| 1   | <b>200-00-0020</b><br>ThreatID full spectrum FTIR spectrometer (base unit only, requires solids/liquids module, gas module or both). Includes: hardened touch screen interface with android-based operating system, ThreatAssist Chemical Properties Database, WiFi, GPS, hot-swappable batteries, wall charger and support materials all in a Pelican Case. Also includes 1 Year Reach Back Support Package; free software and library upgrades, full warranty on all parts and labor to repair system, free loaner system during repair, 24/7/365 access to application specialists for spectral interpretation and/or technical support. | \$35,738.64 | \$35,738.64  |
| 1   | <b>200-00-2010</b><br>ThreatID Gas Module - 4 meter gas cell in a 6 inch body. Infrared light passes through the sample 24 times for maximum sensitivity. This allows the instant analysis of gases and vapor with no pre-concentration. The gas interface is positioned over pins and locked into position with no need for alignment. The gas cell is accompanied by a 5,500 spectra library of gases and vapors.   | \$24,823.86 | \$24,823.86  |
| 1   | <b>200-00-2001</b><br>Solids/Liquids sample interface consisting of a diamond crystal, pressure device and liquids well. This allows the instant analysis of solids, liquids, pastes and gels with no preparation. The interface is positioned over pins and locked into position with no need for alignment. The Solids/liquids interface is provided with more than 23,000 library spectra including TICS, TIMS, Drugs (including fentanyl derivatives), WMD agents including blister, nerve and next generation agents, pesticides, common consumer products and common mixtures.  | \$14,971.59 | \$14,971.59  |
|     | <b>*** NOTE ***</b><br>- Warranty Extension:  |             |              |
| 1   | <b>ASI-MISC</b><br>(720-00150). 1 Year Extension of Warranty and Support for ThreatID. Includes software and library updates, 24/7 technical support and product warranty. Includes loaner unit based on availability for covered Warranty & Support repairs.   | \$4,926.14  | \$4,926.14   |



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**Quote**  
**#QUO-20880**  
Expires 5/30/2025

| Qty | Item #   | Unit Price  | Total Amount |
|-----|--|-------------|--------------|
| 1   | <b>300-00-0001</b><br>XplorIR Handheld Gas Identification System Handheld FT-IR spectrometer with integrated pump for the rapid identification of gases and vapors. Intuitive user screens guide the user through a gas analysis for easy operation. Wifi connection to the cloud allows real time remote viewing of the results by the team leader. Automatic atmospheric correction for even the most humid environment. Includes: 2 batteries battery charger shoulder strap 10 ft of flexible sampling tubing. The system is accompanied by a 5,500 spectra library of gases and vapors. In addition, the following is included: 20 Particulate filters 5 Drierite Purge Filters Pelican case for shipping and storage | \$53,125.00 | \$53,125.00  |
| 1   | <b>ASI-MISC</b><br>(720-00171). 1 Year Extension of Warranty and Support for XplorIR. Includes software and library update. 24/7 technical support and product warranty. Includes loaner unit based on availability for covered Warranty & Support Repairs.  | \$4,926.14  | \$4,926.14   |

|                           |              |
|---------------------------|--------------|
| <b>Subtotal</b>           | \$138,511.37 |
| <b>Discount Total</b>     |              |
| <b>Est. Shipping Cost</b> | \$100.00     |
| <b>Tax Total (0%)</b>     | \$0.00       |
| <b>Total</b>              | \$138,611.37 |