



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

Addendum #1

Bid Number: Bid 37-2012 Date: March 28, 2012
Subject: Hydraulic USAR Rescue Tools Please address inquiries to:
Debra Bright
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following changes to the above referenced specifications:

Bid opening date for the Hydraulic USAR Rescue Tools has been extended from April 3, 2012 to April 10, 2012, at 2:00 PM.

Brian Marcum, Director
Division of Central Purchasing

All other terms and conditions of the Proposal and specifications are unchanged.

This letter should be signed, attached to and become a part of your Proposal.

PROPOSAL OF: A + A Safety, Inc

ADDRESS: 1126 Ferris Rd, Amelia, OH 45102

SIGNATURE OF BIDDER: [Signature]



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

Addendum #2

Bid Number: Bid 37-2012
Subject: Hydraulic USAR Rescue Tools
Date: April 2, 2012
Please address inquiries to:
Debra Bright
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following changes to the above referenced specifications:

Specification was for a Stanley GT18H02 Honda 4-cycle, 20hp.

Stanley Hydraulic Tools no longer manufactures the GT power unit with a Honda engine. It has been replaced by an 18hp Briggs & Stratton engine GT18B02.

Please provide the 18hp Briggs & Stratton engine GT18B02.

Brian Marcum, Director
Division of Central Purchasing

All other terms and conditions of the Proposal and specifications are unchanged.

This letter should be signed, attached to and become a part of your Proposal.

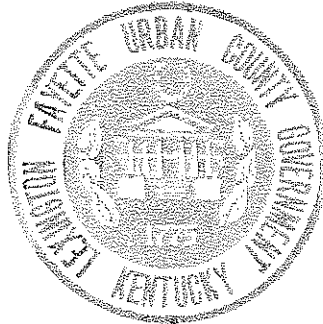
PROPOSAL OF: A+A Safety, Inc.

ADDRESS: 1126 Ferris Rd., Amelia, OH 45102

SIGNATURE OF BIDDER: [Handwritten Signature]

Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #37-2012

Hydraulic USAR Rescue Tools

NOTICE TO BIDDERS

Bid Opening Date: April 3, 2012

Bid Opening Time: 2:00 PM

Address: 200 East Main Street
3rd Floor, Room 338

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

INVITATION TO BID

Bid Invitation Number: #37-2012

Date of Issue: 03/20/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **04/3/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320

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

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: see specifications

Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

QTY	Commodity/Service
PCT	Hydraulic USAR Rescue Tools
See specifications	

<p style="text-align: center;"><u>Check One:</u></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><u>35-50</u> days after acceptance of bid.</p>
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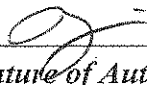
<u>Procurement Card Usage</u>	
<input checked="" type="checkbox"/> Yes	The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?
<input type="checkbox"/> No	

Submitted by:

A+A Safety, Inc.
Firm

1126 Ferris Rd
Address

Amelia, OH 45102
City, State & Zip

 *Sales Representative*
Signature of Authorized Company Representative – Title

Ted Boerio
Representative's Name (Typed or printed)

(513) 943-6100 (513) 943-6106
Area Code - Phone - Extension Fax #

tedb@aaafetyinc.com
E-Mail Address

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

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

AFFIDAVIT

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

1. His/her name is Ted Boerio and he/she is the individual submitting the bid or is the authorized representative of

A+A Safety, Inc.

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.

[Signature]

STATE OF Ohio

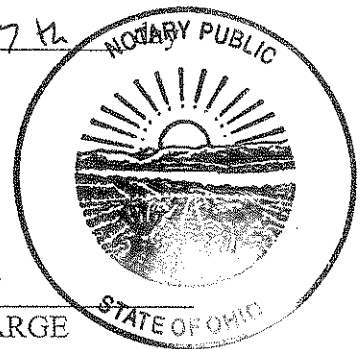
COUNTY OF Clermont

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ted Boerio on this the 27th of March, 2012.

My Commission expires: _____

THOMAS E. McLAUGHLIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 03/04/17

[Signature]
NOTARY PUBLIC, STATE AT LARGE



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

I. GREEN PROCUREMENT

A. ENERGY

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

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). 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 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 #37-2012 Hydraulic USAR Rescue Tools”

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

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

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

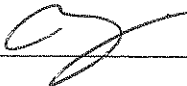
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature



Name of Business

A+A Safety, Inc.

Specifications	Bidder Complies	
	Yes	No
<u>SPECIFICATIONS FOR HAND HELD HYDRAULIC TOOLS for USAR/COLLAPSE APPLICATIONS</u>		
Heavy Duty Hand Held Hydraulic Tools		
Scope and Classification		
I. Scope This specification covers a new and commercially produced hand held hydraulic tool system.	✓	
II. Classification These specifications call for gasoline powered hydraulic power unit, with the capability to operate hand held hydraulic concrete breakers, concrete rotary saws, concrete chain saws, diggers, coring drills, and dewatering (trash) pumps with accessories. Dual 50ft hoses x ½", with couplers shall be provided in this package.	✓	
III. Applicable Documents Any manufacturer or vendor responding to this bid shall enclose in their proposal at the time of bid any documents required in these specifications. It is the responsibility of the vendor to be sure that the proposal submitted meets all requirements of these specifications. Bids which fail to comply with these requirements shall not be considered for award.	✓	
IV. Materials The hydraulic tools delivered under these specifications shall be standard commercial products which meet or exceed the requirements of this specification. The components and optional items shall be as represented in the manufacturer's current sales and technical data. Materials used in construction of the rescue tools shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended.	✓	
V. Training Three consecutive days of training shall be provided covering the use, maintenance, and limitations of the tools covered in this specification.	✓	
VI. Exceptions to Specifications It is not the intent of these specifications to restrict or prevent any vendor from submitting a proposal on his product. Due to the fact that the equipment specified is to be used under emergency and hazardous conditions where human life may be at risk the following must apply: Any exception(s) to these specifications indicated herein must be clearly pointed out otherwise it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a tool system meeting these specifications. Any exception taken shall be listed by number and noted on the exception sheet found at the end of these specifications.	✓	

Specifications	Bidder Complies	
	Yes	No
<p>VII. Information and Descriptive Literature Bidders must furnish all information requested and in the space provided on the bid form. In addition, vendors shall supply at least two (2) complete sets of sketches, descriptive literature, and complete specifications covering the products offered. Bids not meeting this requirement will be rejected.</p>	✓	
<p>GENERAL CONDITIONS (WARRANTY) The following is a description of the rescue tool system that will meet the minimum requirements of this specification. These specifications are to be considered as minimum and are expressed as such. If the rescue tool(s) and component parts delivered under this contract do not comply with these specifications the tools will not be accepted. Any vendor failing to meet his obligations required as part of this contract may be forced to pay damages to this agency. Such damages shall not exceed the amount required to obtain a replacement product or tool meeting the requirements of this specification.</p>	✓	
<p>1.00 Warranty and Service Requirements This agency subscribes whenever possible to a "Buy American" policy. With respect to service and the possible difficulty of obtaining replacement parts, the rescue system supplied under this contract shall be made in the United States.</p>	✓	
<p>NOTE: ANY AND ALL EXCEPTIONS TO THESE SPECIFICATIONS SHALL BE LISTED AND BE REFERRED BY PARAGRAPH.</p>		
<p>1.01 Warranty The hand held hydraulic tool system bid in response to these specifications shall be warranted against defects in materials and workmanship for a period of twelve months from the date of purchase.</p>	✓	
<p>GENERAL CONDITIONS (HYDRAULIC POWER UNIT)</p>		
<p>2.00 Hydraulic Power Unit (gasoline) This pump must conform to the Hydraulic Tools Manufacturers Association (HTMA) Type 1 and 2 tool circuit recommended performance. It will deliver 5 to 8 gpm, at pressures up to 2000 psi with heat rejection capacity exceeding the HTMA recommendation of 5 hp. The Hydraulic pump shall be mounted directly to the engine. The pump shall also have an in-tank hydraulic filter to ensure continual cleaning of the hydraulic fluid, and that refill fluid passes through the filter. The hydraulic reservoir capacity will be at least 3 gallons. An attachment point for lifting the entire unit will be provided on the top of the frame. The power unit will be a Stanley GT 18HO2 or equivalent.</p>	✓	
<p>2.01 Engine The power source for the pump shall be a ^{Briggs & Stratton} Honda 4-cycle gasoline engine producing a minimum of 20 hp OHV ^{18hp Vanguard}. The engine shall have a computerized, electronic throttle control, allowing for</p>	✓	

Specifications	Bidder Complies	
	Yes	No
<p>selection of constant engine speed or automatic speed. The electric control system shall have a rotary switch. A quartz hourmeter in the control panel will record engine run time. A 35-Ah sealed, non-spillable, no-maintenance battery will be located inside a covered compartment. The engine will have a pressure sensing switch that will shut down the engine if the engine oil level is too low. The power plant will have handles that lift into place or are retractable for moving the unit around. The fuel tank capacity will be at least 7 gallons. A weather cover shall be provided to protect the power unit from the elements and during storage.</p>		
<p>2.02 <u>Weight and Dimensions</u> The complete unit, including pump, frame, hydraulic oil and gasoline shall weigh no more than 330 lbs, (150 kg). The dimensions of the complete Hydraulic Power Unit unit shall be within (LxWxH): 35inches x 21-1/2inches x 29 inches (89cm x 54.6cm x 73.7cm).</p>	✓	
<p>2.26 <u>Hydraulic Hoses</u> The hydraulic power unit shall be provided with fifty foot twin hydraulic hose. The hose shall be ½ inch in diameter. The supplied hose shall be adequately reinforced to operate within the parameters of the tools/power unit. The current industry standard for hydraulic hose safety factor must be documented.. The hydraulic hoses must have a minimum warranty of one (1) year.</p>	✓	
<p>2.27 <u>Hose Couplings</u> Hose(s) shall be fitted with couplers that are compatible with the power plant and all tools listed in this specification.</p>	✓	
<p>GENERAL CONDITIONS (HYDRAULIC HAND TOOLS) The following is a description of the hydraulic hand tools that will meet the minimum requirements of this specification. These specifications are to be considered as minimum and are expressed as such. If the hydraulic hand tool(s) and component parts delivered under this contract do not comply with these specifications, the tools will not be accepted. Any vendor failing to meet his obligations required as part of this contract may be forced to pay damages to this agency. Such damages shall not exceed the amount required to obtain a replacement product or tool meeting the requirements of this specification.</p>	✓	
<p>3.00 <u>Hydraulic Hand Concrete Breaker 35-65 Pound Class</u> The tool is designed for light to medium duty operation, excelling at curb and sidewalk demolition and asphalt cutting. The breaker will be, or equivalent to a Stanley BR45120.</p>	✓	
<p>3.01 <u>Output</u> The tool has an output when connected to the power unit of 1800 blows per minute.</p>	✓	
<p>3.02 <u>Flow Range</u> The input flow range of the tool must operate between 7-9 gpm. The optimal flow shall be 8gpm.</p>	✓	

Specifications	Bidder Complies	
	Yes	No
<p>3.03 <u>Operating Pressures</u> The tool must operate at an input pressure range of 1500-2000 psi. The maximum back pressure shall not exceed 250 psi.</p>	✓	
<p>3.04 <u>Porting</u> The tool porting must have an 8 SAE O - Ring</p>	✓	
<p>3.05 <u>Connector</u> The tool will have a 3/8 inch male pipe hose end. The tool will be shipped with or have attached hose whips.</p>	✓	
<p>3.06 <u>Operator Control</u> The tool will have a T handle with a feathering on/off valve that allows the operator to control the output energy of the tool through the full range from 0 to 1800 blows per minute. The tool will have the ability at the foot end to absorb and control tool – bit bounce, or have a flex handle.</p>	✓	
<p>3.07 <u>Steel Capacity</u> The tool will have a steel capacity of 1 1/8 inch Hex. X 6 inch Shank.</p>	✓	
<p>3.08 <u>Weight & Dimensions</u> The weight of the tool will be 48-51 lbs and 25.2 – 28.25 in length. The width at the handles shall not exceed 17.5 inches.</p>	✓	
<p>3.09 <u>Service Tools</u> A seal Kit and O-Ring Tool Kit will be provided with the tool as well as an accumulator charging kit.</p>	✓	
<p>4.00 <u>Hydraulic Hand Concrete Breaker 70-90 Pound Class</u> The tool is designed for medium duty operation, highly productive in construction applications such as utility, street maintenance, repair of water and gas mains, and general contracting jobs. The breaker will be, or equivalent to a Stanley BR72125S.</p>	✓	
<p>4.01 <u>Flow Range</u> The input flow range of the tool must operate between 7-9 gpm. The optimal flow shall be 8gpm</p>	✓	
<p>4.02 <u>Operating Pressures</u> The tool must operate at an input pressure range of 1500-2000 psi. The maximum back pressure shall not exceed 250 psi. The tool will have a Diaphragm Accumulator to provide trouble free operation.</p>	✓	
<p>4.03 <u>Porting</u> The tool porting must have an 8 SAE O – Ring</p>	✓	

Specifications	Bidder Complies	
	Yes	No
<p>4.04 Connector The tool will have a 3/8 inch male pipe hose end. The tool will be shipped with or have attached hose whips.</p>	✓	
<p>4.05 Operator Control The tool will have a T handle with a feathering on/off valve that allows the operator to control blow speed, making startup and initial tool placement easy. The tool will have the ability at the foot end to absorb and control tool – bit bounce, or have a flex handle.</p>	✓	
<p>4.06 Steel Capacity The tool will have a steel capacity of 1 1/8 inch Hex. X 6 inch Shank</p>	✓	
<p>4.07 Weight & Dimensions The weight of the tool will be no more than 75 pounds. The length of the tool will be no longer than 29 inches. The width at the handles shall not exceed 18 inches.</p>	✓	
<p>4.08 Service Equipment A seal Kit and O-Ring Tool Kit will be provided with the tool as well as an accumulator charging kit.</p>	✓	
<p>5.00 Hydraulic Hand Held Concrete Breaker 90 Pound Class The tool is designed for heavy duty work, highly productive in construction applications such as utility, street maintenance, repair of water and gas mains, and general contracting jobs. The breaker will be, or equivalent to a Stanley BR89120.</p>	✓	
<p>5.01 Flow Range The input flow range of the tool must operate between 7-9 gpm. The optimal flow shall be 8gpm</p>	✓	
<p>5.02 Operating Pressures The tool must operate at an input pressure range of 1500-2000 psi. The maximum back pressure shall not exceed 250 psi. The tool will have a Diaphragm Accumulator to provide trouble free operation</p>	✓	
<p>5.03 Porting The tool porting must have an 8 SAE O – Ring</p>	✓	
<p>5.04 Connector The tool will have a 3/8 inch male pipe hose end. The tool will be shipped with or have attached hose whips</p>	✓	
<p>5.05 Operator Control The tool will have a T handle with a feathering on/off valve that allows the operator to control blow speed, making startup and initial tool placement easy. The tool will have the ability at the foot end to absorb and control tool – bit bounce</p>	✓	

Specifications	Bidder Complies	
	Yes	No
<p>5.06 <u>Steel Capacity</u> The tool will have a steel capacity of 1 1/8 inch Hex. X 6 inch Shank</p>	✓	
<p>5.07 <u>Weight & Dimensions</u> The weight of the tool will be no more than 83 pounds. The length of the tool will be no longer than 29 inches. The width at the handles shall not exceed 16 inches.</p>	✓	
<p>5.08 <u>Service Equipment</u> A seal Kit and O-Ring Tool Kit will be provided with the tool as well as an accumulator charging kit.</p>	✓	
<p>6.00 <u>Hex Accessories</u> The following 1 1/8 inch x 6 inch shank accessories will be included</p>	✓	
6.01 Moil Point 14 inch (35.6 cm)		
6.02 Chisel, 3 inch (76 cm) Wide Blade x 14 inch (35.6 cm)		
6.03 Heavy Duty Moil Point, 18 inch (45.7 cm)		
6.04 Heavy Duty Chisel 1 inch (25 mm) x 14 inch (35.6 cm)		
6.05 Brick Wedge		
<p>7.00 <u>Hydraulic Hand Held Digger</u> The tool will be compact in design, and easy to handle in a trench or cave in. The digger will be, or equivalent to a Stanley DR19111</p>	✓	
<p>7.01 <u>Flow Range</u> The input flow range of the tool must operate between 7-9 gpm. The optimal flow shall be 8gpm</p>	✓	
<p>7.02 <u>Operating Pressures</u> The tool must operate at an input pressure range of 1500-2000 psi.</p>	✓	
<p>7.03 <u>Porting</u> The tool porting must have a 6 SAE O – Ring</p>	✓	
<p>7.04 <u>Connector</u> The tool will have a 3/8 inch male pipe hose end. The tool will be shipped with or have attached hose whips</p>	✓	
<p>7.05 <u>Operator Control</u> The tool will have a D handle. The D handle as well as the tool holder end will be covered in a heat and shock insulating material.</p>	✓	

Specifications	Bidder Complies	
	Yes	No
<p>7.06 Capacity The tool shall have 3 ¼ inch Shank x 7/8 inch Hex</p>	✓	
<p>7.07 Weight & Dimensions The weight of the tool will be no more than 24 pounds. The length of the tool will be no longer than 20 inches. The width of the tool (not inclusive of the D handle) will be 3 inches</p>	✓	
<p>8.00 Hydraulic Hand Held Digger Accessories The following 3 ¼ inch Shank x 7/8 inch Hex accessories will be included</p>	✓	
<p>8.01 Clay Spade 16 inch (40.6 cm) 8.02 Digging Chisel 3 inch x 10 inch x 17 ¼ inch</p>		
<p>9.00 Hydraulic Hand Held Diamond Chain Saw The chain saw is designed specifically for cutting concrete with steel reinforcement. The tool will have plunge cut capability. Additionally, the chain saw will have the ability to cut brick, concrete block, masonry or stone. The chain saw must be compatible with HTMA Class II hydraulic systems. The Chain Saw will be, or equivalent to a Stanley DS113000.</p>	✓	
<p>9.01 Flow Range The flow range will be between 7 – 9 gpm</p>	✓	
<p>9.02 Operating Pressures The operating pressure of the chain saw will be 2000 psi</p>	✓	
<p>9.03 Porting The tool porting must have an 8 SAE O – Ring</p>	✓	
<p>9.04 Connector The chain saw will have a 3/8 inch flush face quick disconnect coupler. The tool will be shipped with or have attached hose whips.</p>	✓	
<p>9.05 Operator Control The chain saw will have ergonomic handles to reduce operator fatigue. The tool will also have guards to provide protection from contact with the chain or materials being cut. A heavy duty chain guard prevents a loose or broken chain from being thrown from the saw.</p>	✓	
<p>9.06 Capacity The chain saw shall come with an 18 inch bar. The bar will have internal water channels for lubrication and cooling. The chain saw bar will be, or equivalent to a Stanley 18" bar 30306.</p>	✓	
<p>9.07 Diamond Chain The chain will be constructed using segments impregnated with diamond and laser welded to the chain. The chain will be constructed to simplify water pressure requirements and reduce the frequency of chain tensioning adjustments. The chain will be of a design that seals out the</p>	✓	

Specifications	Bidder Complies	
	Yes	No
abrasive contaminants present in the concrete cutting environment. The chain will be able to maintain excellent life at water pressures as low as 20 psi, without the need for water booster pumps. The chain must be capable of cutting extra hard aggregate with lots of reinforcing steel. The chain will be compatible and designed to be used with an 18 inch bar. The Diamond chains will be or the equivalent of a Stanley Ultra 56802, and a Stanley Pinnacle 58632.		
9.08 <u>Weight & Dimensions</u> The chain saw (18 inch bar, chain & couplers) must not weigh more than 26 pounds. The total length (with bar and chain) must not exceed 38 inches, width not to exceed 9 inches.	✓	
10.00 <u>Hydraulic Hand Held Cut – Off Saw</u> The tool is a rotary type saw capable of cutting concrete, pipe and steel beams. The rotary saw will be, or equivalent to a Stanley CO25141.	✓	
10.01 <u>Flow Range</u> The input flow range of the tool must operate between 7-9 gpm, (26 -34 lpm)	✓	
10.02 <u>Operating Pressures</u> The tool must operate at an input pressure range of 1500-2000 psi.	✓	
10.03 <u>Capacity</u> The tool will have a 14 inch (35 cm) wheel	✓	
10.04 <u>Connector</u> The cut- off saw will have a 3/8 inch flush face quick disconnect coupler. The tool will be shipped with or have attached hose whips	✓	
10.05 <u>Weight & Dimensions</u> The weight of the tool will be 20 pounds (9 kg)	✓	
11.00 <u>Hydraulic Hand Held Cut – Off Saw Accessories</u> The following accessories will be included.	✓	
11.01 A water attachment kit will be provided for the 14 inch wheel saw. The kit will be, or the equivalent of a Stanley 33228.	✓	
11.02 A 14 inch Dry Cut Diamond blade will be provided. The Diamond blade will be or the equivalent to the Stanley 62358 Diamond Blade.	✓	
12.00 <u>Hydraulic Driven Trash Pump</u> The trash pump must be designed to move large volumes of liquid with concentrations of solids up to 25 % by volume, up to three inches in diameter. The pump must be self priming, with a bowl that is abrasion resistant, lightweight, and impervious to petrochemical solvents. The trash pump must be designed for easy maintenance and accessibility to the bowl. It must have the capability of running dry without damage to the motor or impeller.	✓	

Specifications	Bidder Complies	
	Yes	No
<p>12.01 <u>Capacity/Performance</u> The trash pump will have a 3 inch discharge (female pipe thread), with the ability to move 450 gpm.</p>	✓	
<p>12.02 <u>Flow Range</u> The input flow range of the tool must operate between 7-9 gpm, (26 -34 lpm)</p>	✓	
<p>12.03 <u>Operating Pressures</u> The operating pressure of the trash pump will be 2000 psi</p>	✓	
<p>12.04 <u>Porting</u> The trash pump will have -12 and -14 SAE O-Rings</p>	✓	
<p>12.05 <u>Connector</u> The connection will be with HTMA Flush Face Couplers.</p>	✓	
<p>12.06 <u>Weight & Dimensions</u> The weight of the trash pump (dry) shall be 31 pounds. The length shall be 14 inches</p>	✓	
<p>13.00 <u>Hand Held Hydraulic Hammer Drill</u> The drill must be designed for drilling holes in concrete, rock, or masonry from ¾ in to 2 in, in diameter and up to 29 in deep. Additionally, the drill must have the capability to core drill up to 4 in diameter. The drill must have a feathering trigger, and adjustable rotation speed, both forward and reverse. The drill will be, or the equivalent of the Stanley HD45110B.</p>	✓	
<p>13.01 <u>Flow Range</u> The input flow range of the tool must operate between 7-9 gpm, (26 -34 lpm)</p>	✓	
<p>13.02 <u>Capacity</u> The tool will have a #736 Skil Hex</p>	✓	
<p>13.03 <u>Connector</u> The hammer drill will have a 3/8 inch flush face quick disconnect coupler. The tool will be shipped with or have attached hose whips.</p>	✓	
<p>13.04 <u>Weight & Dimensions</u> The weight of the hammer drill will be no more than 45 lbs. The length shall not exceed 22 inches, width not to exceed 14 inches.</p>	✓	

Specifications

Bidder
Complies

Yes No

13.00 Hand Held Hydraulic Hammer Drill Accessories

The following accessories will be included with the hammer drill

13.01 Core Bit, 2 inch

13.02 Core Bit, 3 inch

13.03 Core Bit, 4 inch

13.04 Shank, 18 inch

✓

GENERAL CONDITIONS

(BID PRICE)

14.00 Hand Held Hydraulic Tool Bid Price

Bidder offers the following prices for the hand held hydraulic tools specified in the above bid statement.

-Hydraulic power unit with gasoline engine	\$ <u>5,489³⁹</u>	each
-Twin hose, 50 ft x 1/2", with couplers	\$ <u>607⁴⁸</u>	each
-Weather Cover for power unit	\$ <u>160⁶⁵</u>	each
-Concrete Breaker 35-65 lb. Class	\$ <u>2,719¹⁰</u>	each
-Concrete Breaker 70-90 lb. Class	\$ <u>3,442³⁵</u>	each
-Concrete Breaker 90 lb. Class	\$ <u>3,606⁰⁵</u>	each
-Moil point 14 in	\$ <u>31⁵⁰</u>	each
-Chisel 3 in x 14 in	\$ <u>43⁰⁵</u>	each
-Heavy Duty Moil Point 18 in	\$ <u>45⁰⁰</u>	each
-Heavy Duty Chisel 1in x 14 in	\$ <u>38²⁵</u>	each
-Brick Wedge	\$ <u>105⁰⁰</u>	each
-Hydraulic Hand Held Digger	\$ <u>2,338¹⁵</u>	each
-Clay Spade 16 in	\$ <u>123⁹⁰</u>	each
-Digging Chisel 3 in x 10in x 13 1/4 in	\$ <u>54⁰⁰</u>	each
-Hydraulic Hand Held Diamond Chain Saw	\$ <u>2,162¹⁸</u>	each
-Chain Saw Bar 18 in	\$ <u>303⁴⁵</u>	each
-Diamond Chain, Ultra (or equivalent)	\$ <u>656²⁵</u>	each
-Diamond Chain, Pinnacle (or equivalent)	\$ <u>1,185⁴⁵</u>	each
-Hydraulic Hand Held Cut-Off Saw	\$ <u>2,308¹¹</u>	each
-Diamond Dry Cut Blade 14 in	\$ <u>276¹⁵</u>	each
-Water Kit for 14 in Cut - Off Saw	\$ <u>118¹²</u>	each
-Hydraulic Driven Trash Pump	\$ <u>1,961⁷⁷</u>	each
-Hydraulic Hand Held Hammer Drill	\$ <u>3,272⁶¹</u>	each
-Core Bit, 2 in	\$ <u>102³⁰</u>	each
-Core Bit, 3 in	\$ <u>155⁵⁵</u>	each
-Core Bit, 4 in	\$ <u>226⁸⁵</u>	each
-Shank, 18 in for Hammer Drill	\$ <u>59¹¹</u>	each

Specifications	Bidder Complies	
	Yes	No
<p>GENERAL CONDITIONS (Service of Hydraulic Tools) 15.00 Guarantee of Tool Repair Award winning vendor guarantees service representative to assess tool repair or replacement needs at purchaser's location within twenty-four (24) hours of being contacted by purchaser. Vendor will provide replacement tool while on sight for service call and/or while tool is returned to service facility. The vendor must have a service area within 100 miles of Lexington, Kentucky.</p> <p>15.01 Service Training Manufacturer of purchased tools shall provide training for tool service and repair to the purchasing agency.</p> <p>EXCEPTIONS All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder.</p> <p style="text-align: center;">RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION</p>	✓	
<p><u>INDEMNIFICATION AND HOLD HARMLESS PROVISION</u></p> <p>(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.</p> <p>(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.</p>	✓	✓

Specifications

**Bidder
Complies**

Yes No

(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 hereunder by VENDOR. The cost of such insurance shall be included in any bid:

✓

Coverage

Limits

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 occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

Specifications

Bidder Complies

Yes No

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 OWNER. ✓
- d. VENDOR shall also provide umbrella liability insurance in a minimum amount of \$25,000,000 for three (3) years following the acceptance of the product. The policy shall be written on an occurrence basis and provide at least the same coverage as the other policies. ✓
- e. 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. ✓
- f. 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, ✓

Specifications	Bidder Complies	
	Yes	No
<p>Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:</p> <ul style="list-style-type: none"> 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. 	✓	
<p><u>Verification of Coverage</u></p> <p>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.</p>	✓	
<p><u>Right to Review, Audit and Inspect</u></p> <p>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.</p>	✓	
<p><u>DEFAULT</u></p> <p>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.</p>	✓	
00338429		



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DJ

DATE (MM/DD/YYYY)

01/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark-Theders Ins Agency, Inc 9938 Crescent Park Drive P.O. Box 62386 Cincinnati, OH 45262 Rick Theders		513-779-2800 513-779-2803	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: A&ASA-1	FAX (A/C, No):
INSURED A & A Safety, Inc. William Luttmr, Ruth S Luttmr Thomas, Francis, Claire Luttmr Quattro, Inc. Bill Luttmr 1126 Ferris Road Amelia, OH 45102	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Cincinnati Insurance Company		10677	
	INSURER B: Cincinnati Indemnity Company		28280	
	INSURER C: Lloyds of London			
	INSURER D:			
	INSURER E:			
	INSURER F:			

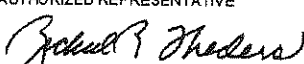
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		CPP 083 10 60 WAIVER OF SUBROGATION INCL.	12/31/10	12/31/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Per Project/Per Loc. Aggr. Applies					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		EBA 003 05 11	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS					\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<input checked="" type="checkbox"/> Hired Car \$160,000					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CPP 083 10 60 (**)	12/31/10	12/31/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	WC 1847510 -05 EMPLOYERS LIABILITY	05/25/11	05/25/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equip		CPP 083 10 60	12/31/10	12/31/13	Contr Eq 4,352,312
C	Professional Liab*		PSA02020979	11/06/11	11/06/12	Prof Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

PROOF OF Proof of Insurance Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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