



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: September 24, 2015

## INVITATION TO BID #137-2015 Confined Space Video Inspection Equipment

**Bid Opening Date:** October 8, 2015

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

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Firm Bid

**Pre Bid Meeting:** No

**Pre Bid Time:** No

**Address:**

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 **10/08/2015**. 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, Room 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 be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 125 Lisle Industrial, Ste. 180, Lexington, Ky. 40511

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

**Performance Bond Required:** \_\_\_ Yes  No

<b>Check One:</b>		<b>Proposed Delivery:</b>
<input checked="" type="checkbox"/> Bid Specifications Met	___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	30 ___ days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes <input checked="" type="checkbox"/> No		

Submitted by: Best Equipment Co., Inc.

*Firm Name*

5550 Poindexter Dr.

*Address*

Indianapolis, IN 46235

*City, State & Zip*

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

  
*Signature of Authorized Company Representative – Title*

Mike Dahlmann, Owner/President

*Representative's Name (Typed or printed)*

317-823-3050

317-823-3060

*Area Code - Phone – Extension*

*Fax #*

jerryschroeder@bestequipmentco.com

*E-Mail Address*

Envirosight Specialist

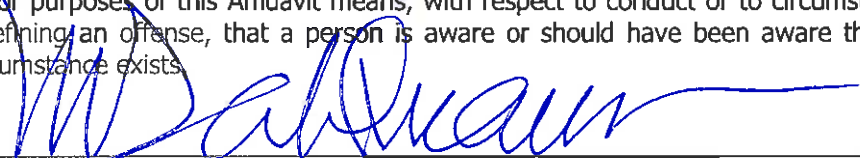
**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

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

1. His/her name is Mike Dahlmann and he/she is the individual submitting the bid or is the authorized representative of Best Equipment Co., 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.

  
 Mike Dahlmann, Owner/President


STATE OF Indiana

COUNTY OF Madison

The foregoing instrument was subscribed, sworn to and acknowledged before me by Deborah R Cooper on this the 6th day of October, 2015.

My Commission expires: Nov. 11, 2022



  
 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 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 #137-2015 Confined Space Video Inspection Equipment"**

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 NA 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.

### **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 Central Purchasing 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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### 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:

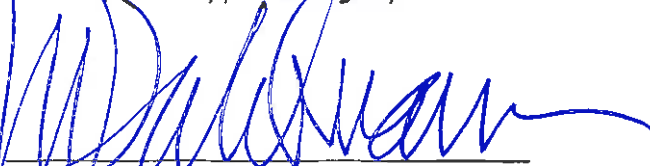
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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 Mike Dahlmann, Owner/President

Best Equipment Co., Inc.  
\_\_\_\_\_  
Name of Business

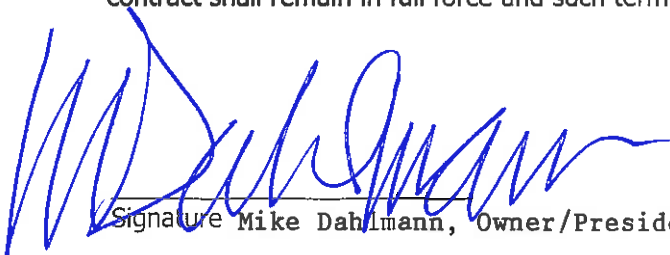


## **GENERAL PROVISIONS OF BID CONTRACT**

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.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, 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. 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.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature Mike Dahlmann, Owner/President

October 6, 2015  
Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: Best Equipment Co., Inc.

Date: 10 / 06 / 15

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	4	1			3						
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians	13	13									
Protective Service											
Para-Professionals											
Office/Clerical	15	11	4								
Skilled Craft											
Service/Maintenance	2	2									
<b>Total:</b>	<b>34</b>	<b>27</b>	<b>4</b>		<b>3</b>						

Prepared by: Sellie Cooper, Corporate Admin.  
**Name & Title**

**DIRECTOR, DIVISION OF CENTRAL PURCHASING**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

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

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

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

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

**D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS**

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged



We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
LFUCG	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
Community Ventures Corporation	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
KY Department of Transportation	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
Small Business Administration	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
LaVoz de Kentucky	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
The Key News Journal	Patrice Muhamma	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 137-2015

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A Best Equipment is not a contractor				
2.				
3.				
4.				

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

Best Equipment Co., Inc.  
Company

\_\_\_\_\_  
Company Representative

October 6, 2015  
Date

Owner/President  
Title



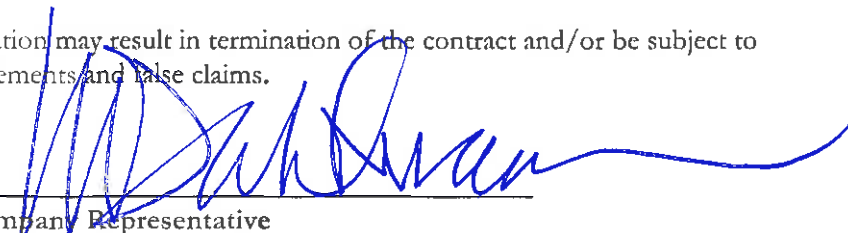
**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # 137-2015**

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A Best Equipment does not use subcontractors					
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.

Best Equipment Co., Inc.  
 Company

  
 Company Representative

October 6, 2015  
 Date

Owner/President  
 Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 137-2015

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
N/A	Best Equipment Co.	does not use subcontractors					

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

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

Best Equipment Co., Inc.  
Company

\_\_\_\_\_  
Company Representative

October 6, 2015  
Date

Owner/President  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 137-2015

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

Project Name/ Contract #	Work Period/ From: <span style="float: right;">To:</span>
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
Best Equipment Co. is not a contractor.							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Best Equipment Co., Inc.

Company

October 6, 2015

Date

Company Representative

Owner/President

Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 137-2015

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

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

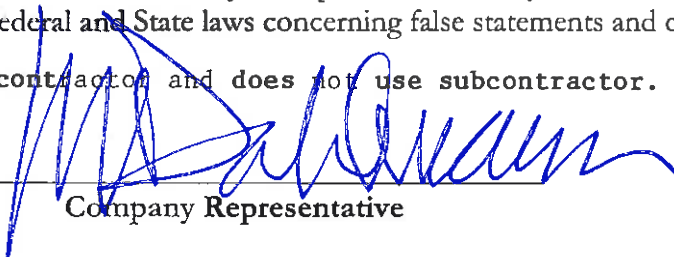
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- \_\_\_\_\_ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

**\*\* Best Equipment Co., Inc. is not a contractor and does not use subcontractor. \*\***

Best Equipment Co., Inc.  
Company

  
\_\_\_\_\_  
Company Representative

October 6, 2015  
Date

Owner/President  
Title

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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



## Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. 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.
- d. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

## Renewals

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

## Deductibles and Self-Insured Programs

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

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

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### DEFAULT

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

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## Confined Space Video Inspection Equipment

The LFUCG is seeking bids for a confined space video inspection camera commonly referred to as a “pole camera”. This camera must be capable of effectively inspecting and recording defects found in sanitary/storm sewer pipelines, manholes, catch basins, bridges, vessels, tanks and any other confined or hard to reach spaces space areas.

### 1. General Requirements

- a. The proposed system must be a self-contained camera system. Camera systems that require a generator or shore/house power will be deemed unacceptable.
- b. *Warranty:* The system furnished in accordance with these specifications shall be covered for a period of 1 year.
- c. *Warranty:* The portable viewing device and the battery pack with charger shall be covered by a 1 (one) year warranty.
- d. Optional maintenance plans or extended warranty shall be available.
- e. The proposed system must be able to be operated by one person thus requiring no entry into confined space areas. Systems that require confined space entries will be deemed unacceptable.
- f. System must have NRTL certification (listed and labeled) for the OSHA Federal Regulation for safe use of electrical equipment.
- g. No tools required for the setting up or accessorizing the system. Only 3 cables required – power, camera and video.

### 2. Camera Head: Module & Housing

- a. The camera will produce a color video image and provide a minimum of 460 HTV Lines of video resolution.
- b. The image sensor shall be CCD with expanded sensitivity to view down a minimum diameter of 6” pipe lines and have a minimum clear viewing range of 200’ with bright pipe sidewall detail.
- c. Camera construction shall include all solid-state circuitry designed to withstand shocks and vibrations
- d. The camera shall have a minimum zoom feature of 36:1 optical and a minimum digital zoom of 12 times for a total of 432:1 magnification.
- e. The camera head shall have an image stabilization function that is operated via a single direct button function on the control unit.
- f. Camera shall have ability for auto and manual focus via single click of the camera control joystick.
- g. System illumination shall be provided by HID (High Intensity Discharge) lighting element with a reflector (greater than 4”) with a light pattern that produces a tight 6” round bright halo of light that surrounds the camera mounted (Haloptic Technology or equal). Color temperature will average at 5000 Kelvin to provide for bright and contrast lighting at far distances. Xenon, Halogen, LED or filament lamps will be deemed unacceptable.

## Confined Space Video Inspection Equipment

- h. Camera and lamps will be mounted in a coaxial fashion (camera directly in front of the lighting element) where the light beam is directly calibrated/centered to narrowest (most magnified) field of view of the camera. This allows for exact targeting of pipeline features at far distances. Must be able to read a peak lux value of 400 at a distance of 200 feet.
  - i. System to have an option for a wide-angle near object camera to be mounted to the opposite side of the Haloptic or equal enabled camera.
  - j. For safety – camera/lamp body shall be able to be touched without burning even after operating at full power for an hour.
  - k. The complete camera housing shall be made of anodized and powder coated aluminum as well as stainless steel and designed for damp and underwater environments with an operating temperature range of 20° to 110° F.
  - l. Camera shall be rated as IP68 (waterproof/dustproof), able to be submerged in water.
  - m. Camera shall have Schrader air valve for purge and pressurization of electronic components to prevent internal lens fogging when there is extreme change in environmental temperature.
  - n. Camera shall have an opening other than the Schrader valve to allow for the introduction of dry air at the same time moist air is being purged out of the system. Purge release port is released via single machined head screw opening.
  - o. Camera must have dual pressure relief valves so system can't harm the system or an operator by accidental over pressurization.
  - p. System to enable lamp replacement via the rear camera or cap assembly. Once removed a light engine can be easily removed and replaced in the field.
  - q. Camera shall have ability to manually tilt via two side arms that have 1/3" diameter solid stainless steel journals.
  - r. All camera and lighting wires shall be housed within the camera housing. Cameras that have ANY wires other than the main cable that come out of the camera head or lights will be deemed unacceptable.
  - s. System shall have quick-connect camera head feature where camera head attaches electrically to the cable via a single waterproof connector and mechanically to the pole via a single cam lock and collar. No tools required.
  - t. Full lighting and camera capability to be able to fit into a 6.0" diameter opening, providing viewing and some access to sub 8" diameters.
  - u. Camera window shall be made of scratch resistant sapphire crystal.
3. Controller (Control Box, Menu System, Portable Vest and Battery)
- a. The size of the control box shall be no greater than 5 1/8" x 2" x 6".
  - b. Control box shall mount within a pocket that is on the right front side of the included safety, power and control vest.

## Confined Space Video Inspection Equipment

- c. The control unit shall contain controls on the top of the box for zoom, manual/auto focus, image stabilization, 3-position rocker switch for 1.front camera with light, 2.front camera without light, 3.rear camera with light, 4.rear camera without light), menu-items. Main 12V power switch located at rear of box.
  - d. Control Box shall have input and output connectors on its bottom and side. BNC Video out, military spec locking connector with keyway for main control cable to be located at bottom for ergonomic cable management and 3-pin XLR secured connector for 12V DC power input to be at rear of box for close and direct access to battery or optional 12V power cable.
  - e. Control box switches/controls shall be backlit rocker style and joystick.
  - f. Control Box shall have splash proof switches and connectors.
  - g. System control box shall have a single joystick to control zoom, focus and auto focus. Backward and forward will control telephoto and macro zoom while left and right will control far and near manual focus. Depressing the joystick in the center will engage auto focus.
  - h. Toggle onscreen menu items shall be as follows:
    - i. Menu for Haloptic or equal system
      - 1. Shadow Brite feature toggle
      - 2. Calibration setting
    - i. Safety operator vest shall have control box pouch located at waist level on the right hand side. Pouch will have necessary opening for all input, outputs and control access.
    - j. Safety vest shall have integral Velcro cable straps for neat and orderly management of excess camera cable.
    - k. An automatic battery charger shall be included.
    - l. The safety operator vest shall contain a minimum 95-watt hour rechargeable battery pack.
    - m. Battery shall have 10" pigtail with 3-pin XLR locking connector to attach to control unit.
    - n. Battery life shall be 5 hours with continuous use with maximum illumination. While intermittent use is greater than 8 hours.
    - o. Control box shall have colored (green, orange, red) LED indicator to let operator know condition of battery charge.
4. System Hardware
- a. A telescoping pole adjustable from 6' to 30' shall be included to permit placement of the camera into a variety of areas. Pole diameter must be large enough to internally house the camera connector and cable.
  - b. Pole end (opposite of camera) shall have standoff where cable exits in order to protect cable from continuous small diameter bending and banging of the end of the pole.
  - c. A 40' video/camera control cable shall be integrated inside the pole. Cable is externally armored near the camera connector end to make it easy to feed through the pole.
  - d. Maintenance bag shall be supplied with necessary maintenance tools and supplies.

## Confined Space Video Inspection Equipment

- e. System shall have ability to add optional 6' extension to standard pole
- f. System shall have ability to work with optional carbon fiber 16' and 30' poles.
- g. Due to the need to correctly position the camera for maximum results, carbon fiber poles shall be of the following specification to reduce operator fatigue and enhance ability to deliver the camera without bending or damaging the pole.
  - i. 16FT extended - 12 lbs, 4 section, retracted height 60", maximum pole dia. 1 7/8"
  - ii. 24FT extended - 13 lbs, 4 section, retracted height 81", maximum pole dia. 1 7/8"
  - iii. 30FT extended - 15 lbs, 5 section, retracted height 85", maximum pole dia. 1 7/8"
- h. Carbon fiber poles shall have solid aluminum clasps with multi position lever to quickly and securely lock pole into preferred length.
- i. All carbon fiber poles shall have option of either 6' or 18' extension for deeper inspection capability
- j. Camera head positioning shall be calibrated and have adjustable pole mounted targeting and stabilization fixture capability via a 3' aluminum rod to assist viewing dropped lines, centering camera in different diameter lines and to assist with stabilizing and dampening image from manhole or basin bottom.
- k. Fixture shall be calibrated with markings that correspond to centering camera in 6-60" lines.
- l. Fixture shall have spring loaded foot to allow for a minimum of 3" of travel to properly center the camera to maximize viewing results. Systems without targeting, centering and stabilization fixture will be deemed unacceptable.
- m. Targeting system shall have ability to add different spring tensions that correspond with different camera and lighting configurations.
- n. Targeting system shall have option to be fitted with 5' carbon fiber rod for use when inspection line drops in manholes
- o. Shall be able to attach a sump stabilizer to stabilize rod according to calibrated centering lines for environments that are filled with soft sediment.
- p. System shall have provisions for portable hard side shipping/transport and storage case with wheels and extending handle for ease of transport. This shall hold all components except for the pole in a single organized case.
- q. Portable case shall not weigh more than 45 pounds when loaded with all equipment and viewing device.
- r. Portable case shall have custom foam cutouts for safety operator vest, control box, camera head, battery charger, battery, tool kit, viewing device and accessories and cable.
- s. System shall have option for heavy duty pole, camera head and stand-off shipping case that measures 8 inch dia. x 96 inch in Length. Weight 20lbs.

## 5. Video Image Viewing, Recording & Storing

**Confined Space Video Inspection Equipment**

- a. A Digital Video recorder (DV) device shall be provided for viewing live video and storing still images.
  - b. The DV recorder shall have a minimum 3.5" viewing area and be able to be mounted directly to the pole, operate wirelessly and operate with several viewing recording monitors of the same size and type. 2 monitors included in standard package.
  - c. The DV recorder shall transfer digital images via micro-sd or mini USB.
  - d. The DV recorder shall the ability to capture still images on a micro-sd card with no less than 4 GB of storage.
  - e. The DV recorder shall be powered via a battery and receive video from the control box via a BNC connector to the video/recorder pole mounted docking station.
  - f. The DV recorder shall have the ability to take digital stills or record video.
  - g. Video viewer/recorder can dock to the pole for direct video or be removed from the docking station for wireless video transmission of up to 30'.
6. ADDITIONAL: Manhole-viewing auxiliary camera
- a. Camera with 90 degree lens shall be provided to view of near structures and objects.
  - b. Illumination shall be provided by LEDs surrounding the camera lens and to have a combination of wide and narrow angle lighting capability for a variety of viewing applications within confined spaces.
  - c. Camera shall have the ability to be removed with no tools for service or adding to another system.
  - d. Camera shall be waterproof.
7. Bid must provide for a one (1) year manufacturer's 100% service warranty starting from the date the camera is delivered.
8. Selected vendor will provide one onsite training session.
9. Vendor must submit manufacturer specifications with bid.

Total amount bid for equipment as specified: \$19,000.00

Manufacturer specifications submitted: Yes

Vendor Name: Best Equipment Co., Inc.

Authorized Signature: 

Date: October 6, 2015  
Mike Dahlmann, Owner/President

**Recipient:**

Brian Marcum  
City of Lexington, KY  
Room 338  
200 E. Main St.  
Lexington, KY 40507  
859-258-3320, fax: 859-258-3322  
brianm@lexingtonky.gov

**Best Equipment Co.**

Jerry Schroeder, Envirosight Manage ...  
Best Equipment  
5550 Poindexter Dr.  
Indianapolis, IN 46235  
317-752-4514, fax: 317-823-3060  
jerryschroeder@bestequipmentco.com, ...

**Quote:** 0000022974

**Date:** Sep 24, 2015

**Submitted by:** Best Equipment Co.

Part No.	Unit	Qty.	Extended
E-QV_Haloptic-30		1	
QuickView Haloptic System QV haloptic camera head with Sony 1020 camera module, vest-mounted camera control unit, battery pack with charger, 30' carbon-fiber pole, operator vest, wireless dual (2) 3.6" monitor/recorders with pole mount and storm shipping case.			
E-QVH-58091		1	
QuickView Haloptic Rear-View Camera mounts to the rear of the QuickView Haloptic camera head			
SPCL		1	
Shipping			

**Total:** **US \$19,000.00**



**Recipient:**

Brian Marcum  
City of Lexington, KY  
Room 338  
200 E. Main St.  
Lexington, KY 40507  
859-258-3320, fax: 859-258-3322  
brianm@lexingtonky.gov

**Best Equipment Co.**

Jerry Schroeder, EnviroSight Manage ...  
Best Equipment  
5550 Poindexter Dr.  
Indianapolis, IN 46235  
317-752-4514, fax: 317-823-3060  
jerryschroeder@bestequipmentco.com, ...

**Quote:** 0000022974

**Date:** Sep 24, 2015

**Submitted by:** Best Equipment Co.

Part No.

Unit

Qty.

Extended

**Notes:** This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

**Expiration Period:** 30 days

**Terms:** Cash

**FOB:** Randolph, NJ

**Currency:** US \$

Respectfully Submitted,

Best Equipment Co.

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by \_\_\_\_\_

\_\_\_\_\_ Date



☐ *Indiana : 5550 Poindexter Drive Indianapolis, Indiana 46235  
(317) 823-3050 ♦ (800) 372-2378 ♦ fax (317) 823-3060*

☐ *Ohio : 12359 Abbey Road North Royalton, Ohio 44133  
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October 2, 2015

Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Third Floor, Room 338  
Lexington, KY 40507

To Whom It May Concern:

Please be advised that Best Equipment Company is not a contractor and therefore, additionally, does not use subcontractors. Best Equipment Company is an exclusive and authorized equipment dealership for environmental products.

This letter has been provided to satisfy the written documentation requested in section D.1. (page 14 of 23) of Lexington-Fayette Urban County Government's bid #137-2015 for Confined Space Video Inspection Equipment to be opened October 8, 2015.

This letter shall also satisfy any other sections of the bid that request or require documentation for contractors or subcontractors.

Best Equipment Company looks forward to working with the Lexington-Fayette Urban County Government.

Best Regards,

Jenna Bowen  
Sales Manager

***You deserve the BEST***

◆ *Solid Waste* ◆ *Recycling* ◆ *Street Sweepers* ◆ *Litter Control* ◆ *Compost* ◆ *Yard Waste Collection* ◆ *Sewer Cleaners* ◆ *Catch Basin Cleaners* ◆

[www.bestequipmentco.com](http://www.bestequipmentco.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2015

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)

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: FEDERATED MUTUAL INSURANCE COMPANY</td> <td>13935</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> BEST EQUIPMENT CO INC 5550 POINDEXTER DR INDIANAPOLIS, IN 46235	121-660-5														

COVERAGES      CERTIFICATE NUMBER: 60      REVISION NUMBER: 0

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 INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		N	9021920	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident)    \$500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION		N	9021921	12/01/2014	12/01/2015	EACH OCCURRENCE    \$2,000,000 AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9915082	12/01/2014	12/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT    \$500,000 E.L. DISEASE - EA EMPLOYEE    \$500,000 E.L. DISEASE - POLICY LIMIT    \$500,000
A	GARAGE LIABILITY		N	9021920	12/01/2014	12/01/2015	AUTO ONLY-EA ACCIDENT    \$500,000 OTHER THAN AUTO ONLY - EACH ACCIDENT    \$500,000 - AGGREGATE    \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) OH

<b>CERTIFICATE HOLDER</b> 121-660-5  If awarded, Best Equipment Co., Inc. will provide additional insured	<b>CANCELLATION</b> 60 0 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 
--	--



☐ *Indiana : 5550 Poindexter Drive Indianapolis, Indiana 46235  
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## AFFIRMATIVE ACTION PLAN

The policy of BEST EQUIPMENT COMPANY, INC. is to provide equal opportunity for employment and fair employment practices of their employees. The company provides equal employment opportunity to all individuals regardless of race, religion, color, sex, national origin, ancestry, age, disadvantage or handicap, military status, or veteran status.

The person responsible for employment of the company is Michael T. Dahlmann, President. He can be contacted at the company office at any time.

All employees or applicants for employment who believe that they have been denied equal employment opportunity may contact Mr. Dahlmann. They may submit a written report of their grievance within thirty (30) working days. The grievance will be solved or answered within a ninety (90) day period. If the grievance cannot be solved in this manner, a panel of four persons, two management personnel and two salaried personnel will form a hearing board. If the problem cannot be solved with the hearing board, a list of possible alternatives will be provided. The grievance procedure shall remain private and confidential. The employer of BEST EQUIPMENT COMPANY has declared he would hold no retaliation against an employee who has filed a grievance.

The BEST EQUIPMENT COMPANY, INC. employees are informed of their Equal Employment Opportunity by posting EEO literature on the bulletin board and at employee meetings, which are held at the company office every month.

We have a guaranty of equal employment opportunity for all applicants and employees of BEST EQUIPMENT COMPANY, INC. pertaining to all terms and conditions of employment.

In the event of hiring, BEST EQUIPMENT COMPANY, INC. will recruit from minority groups by sending a letter to NAACP.

When placing a newspaper ad for employment, it is stated the company is an Equal Opportunity Employer. A newspaper ad is our only means of recruitment other than word of mouth. This ad for employment appears in the largest circulating newspaper of our city.

***You deserve the BEST***

♦ *Solid Waste* ♦ *Recycling* ♦ *Street Sweepers* ♦ *Litter Control* ♦ *Compost* ♦ *Yard Waste Collection* ♦ *Sewer Cleaners* ♦ *Catch Basin Cleaners* ♦

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Hiring and promotion of individuals shall be based upon job rated skills and qualifications and not upon race, religion, color, sex, sexual orientation, national origin, ancestry, age, disadvantages or handicaps, military status, or veteran status.

When a new employee is hired, it requires on the job training and there is no discrimination on the basis of race, religion, color, sex, national origin, ancestry, age, disadvantages or handicaps, military status, veteran status.

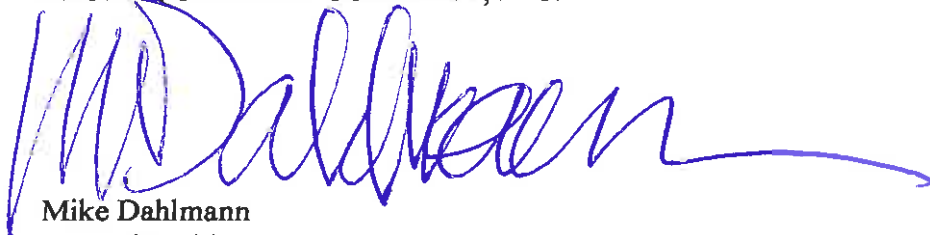
Termination is because of insufficient workmanship and not based upon race, religion, color, sex, national origin, ancestry, age, disadvantages or handicaps, military status, veteran status.

Due to the fact that we have a small company, all reprimands and layoffs are conducted by Michael T. Dahlmann, President.

The work force breakdown as of 10/06/15 is as follows:

4 OWNERS	1 MALE/3 FEMALES	1 CAUCASIAN/3 HISPANICS
9 SALES REPS	ALL MALE	ALL CAUCASIANS
10 ADMINISTRATION	4 FEMALES / 6 MALES	ALL CAUCASIANS
2 SERVICE WORKERS	ALL MALE	ALL CAUCASIANS
9 TECHNICIANS	ALL MALE	ALL CAUCASIANS

BEST EQUIPMENT COMPANY, INC.



Mike Dahlmann  
Owner/President

# BEST EQUIPMENT COMPANY

EXPERTS IN MUNICIPAL AND CONTRACTOR ENVIRONMENTAL SOLUTIONS SINCE 1917

Best Equipment Headquarters  
Indianapolis, IN



Best Equipment is EnviroSight's  
Factory Authorized  
Midwest Service Center



Jerry Schroeder

Best Equipment's Dedicated EnviroSight Specialist  
jerryschroeder@bestequipmentco.com  
(317) 752-4514



Best Equipment's  
Dedicated EnviroSight Demo Truck



Training seminars are scheduled  
throughout the year for continuous education  
on EnviroSight product updates and developments.



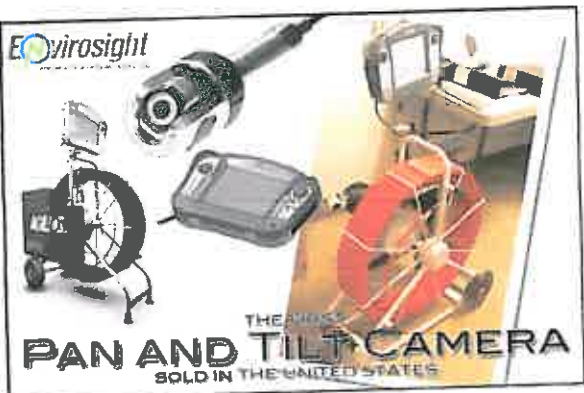
Rich Lindner and Steve Sebastian presenting the  
2008 Franchise MVP Award to George Luce, Jr.



Mike and Maria Dahlmann  
accepting the 2008 Sales Partner of the Year Award  
from EnviroSight

» 2008 SALES PARTNER  
OF THE YEAR

» 2008 FRANCHISE MVP,  
GEORGE LUCE, JR.



Best Equipment sold the first pan and tilt camera  
by EnviroSight in the United States.



Jerry Schroeder  
Best Equipment's EnviroSight Specialist



Jerry Schroeder  
completes  
EnviroSight  
Digisewer  
training.



# BEST EQUIPMENT COMPANY FACILITIES

## CORPORATE HEADQUARTERS *Lawrence, Indiana*



## INDIANAPOLIS FACILITY

BEST EQUIPMENT'S STATE OF THE ART HEADQUARTERS IS LOCATED ON THE EAST SIDE OF INDIANAPOLIS AT THE INTERSECTION OF 56TH AND PENDLETON PIKE IN LAWRENCE. THIS FACILITY INCLUDES EIGHT FULL SERVICE BAYS, PARTS AND SHIPPING, AND THE CORPORATE OFFICES.

## OHIO FACILITY

BEST EQUIPMENT'S OHIO FULL SERVICE FACILITY IS LOCATED IN NORTH ROYALTON A SUBURB OF CLEVELAND.





# BEST EQUIPMENT COMPANY PARTS



## BEST PARTS

BEST EQUIPMENT'S PARTS DEPARTMENT IS HERE TO SUPPORT AND FULFILL YOUR NEEDS IN A TIMELY AND FRIENDLY MANNER. WITH SOME OF THE BEST PEOPLE IN THE BUSINESS, AND HUNDREDS OF PARTS IN STOCK AND READILY AVAILABLE FOR YOUR IMMEDIATE NEEDS, YOU WILL HAVE THE PARTS YOU NEED TO GET UP AND RUNNING IN NO TIME.







# BEST EQUIPMENT COMPANY ROAD SERVICE



***OUR HIGHLY TRAINED TECHNICIANS COME TO YOU  
FOR REPAIRS OR PREVENTATIVE MAINTENANCE.***



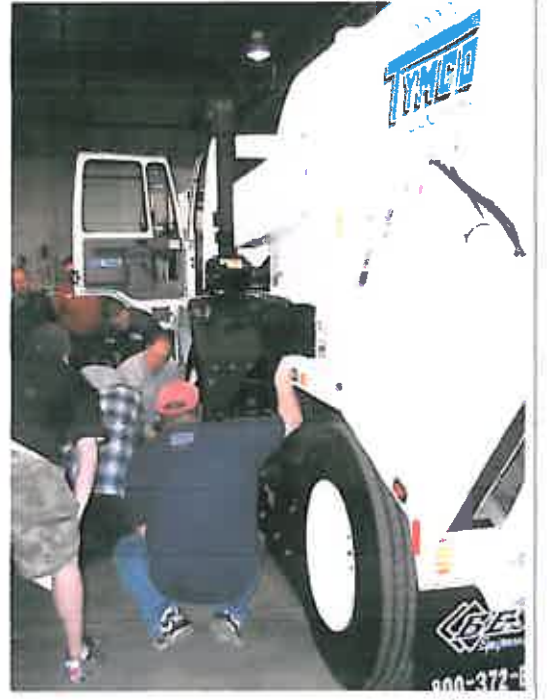
WE ARE PROUD TO PRESENT  
OUR FLEET OF DEDICATED  
ROAD SERVICE VEHICLES  
AND TECHNICIANS.

ALL OUR VEHICLES ARE  
STOCKED WITH HIGH WEAR  
PARTS TO HELP YOU GET UP  
AND RUNNING ON THE SPOT.





# BEST EQUIPMENT COMPANY TRAINING



## SERVICE SCHOOLS

SERVICE SCHOOLS ARE HELD THROUGHOUT THE YEAR AT VARIOUS LOCATIONS FOR VARIOUS EQUIPMENT. GO TO [www.BestEquipmentCo.com](http://www.BestEquipmentCo.com) A CALENDAR OF UPCOMING SERVICE SCHOOLS AND EVENTS.

## TRAINING

EACH OF BEST EQUIPMENT'S FACILITIES HAVE A TRAINING ROOM SPECIFICALLY DESIGNED FOR TRAINING SESSIONS. A VARIETY OF SEMINARS ARE GIVEN THROUGHOUT THE YEAR BY MANUFACTURER REPRESENTATIVES OR OTHER TRAINED INDUSTRY EXPERTS.

