



**LEXINGTON**

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 3, 2020

## INVITATION TO BID #41-2020 Submersible Mixers for West Hickman WWTP

**Bid Opening Date:** March 24, 2020

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

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

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

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 **3/24/2020**. 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, handling and associated fees to the point of delivery located at: 645 West Hickman Plant Road, Jessamine County.

<input checked="" type="checkbox"/> Bid Specifications Met <b>Check One:</b> _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> <u>70</u> days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes     _____ No	

Submitted by: The Henry P. Thompson Company

*Firm Name*

101 Main Street, Suite 300

*Address*

Milford, OH 45150

*City, State & Zip*

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

  
**Signature of Authorized Company Representative – Title**

Timothy B. Shaw, President

*Representative's Name (Typed or printed)*

513-248-3231

513-248-3201

*Area Code - Phone – Extension*

*Fax #*

tshaw@hpthompson.com

*E-Mail Address*

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

**AFFIDAVIT**

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

1. His/her name is Timothy Shaw and he/she is the individual submitting the bid or is the authorized representative of The Henry P. Thompson Company, 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. Jason L. Beck

STATE OF Ohio

COUNTY OF clermont

The foregoing instrument was subscribed, sworn to and acknowledged before me by Timothy Shaw on this the 28th day of April, 2020



My Commission expires: August 5, 2021

Jillian L. Sheldon  
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 #41-2020 Submersible Mixers for West Hickman WWTP"**

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

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

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



- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the*

*contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal,

to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### **III. Procurement Contract Bid Conditions**

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

**EQUAL OPPORTUNITY AGREEMENT**

---

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law


- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
The Henry P. Thompson Company  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT


By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to



termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

April 28, 2020

Date

**WORKFORCE ANALYSIS FORM**

Name of Organization: The Henry P. Thompson Co.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<b>Administrators</b>																	
<b>Professionals</b>		5															5
<b>Superintendents</b>																	
<b>Supervisors</b>		3	1														3 1
<b>Foremen</b>																	
<b>Technicians</b>																	
<b>Protective Service</b>																	
<b>Para-Professionals</b>																	
<b>Office/Clerical</b>		1	5														1 5
<b>Skilled Craft</b>																	
<b>Service/Maintenanc</b>																	
<b>Total:</b>		12	6														12 6

Prepared by: Jill Sheldon, Accounting Manager Date: 03 / 16 / 2020

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

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

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event



- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding

to satisfy the work requirements of the bid proposal

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

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Sheila Eagle	<a href="mailto:Sheila.Eagle@ky.gov">Sheila.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  NONE				
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.

The Henry P. Thompson Company  
 \_\_\_\_\_  
**Company**  
 April 28, 2020  
 \_\_\_\_\_  
**Date**

Timothy Shaw  
 \_\_\_\_\_  
**Company Representative**  
 President  
 \_\_\_\_\_  
**Title**





**LEXINGTON**

**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  NONE				
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.

\_\_\_\_\_  
The Henry P. Thompson Company

**Company**

\_\_\_\_\_  
April 28, 2020

**Date**

\_\_\_\_\_  
Timothy Shaw

**Company Representative**

\_\_\_\_\_  
President

**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.  NONE					
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.

\_\_\_\_\_  
The Henry P. Thompson Company

Company

\_\_\_\_\_  
April 28, 2020

Date

\_\_\_\_\_  
Timothy Shaw

Company Representative

\_\_\_\_\_  
President

Title



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

Company Name	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	Veteran

(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.

\_\_\_\_\_  
The Henry P. Thompson Company  
Company  
April 28, 2020  
Date

\_\_\_\_\_  
Timothy Shaw  
Company Representative  
\_\_\_\_\_  
President  
Title



# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # \_\_\_\_\_

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

Project Name/ Contract #	Work Period/ From: _____ To: _____
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

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.

The Henry P. Thompson Company  
Company

Timothy Shaw  
Company Representative

April 28, 2020  
Date

President  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** \_\_\_\_\_

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

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.



\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

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

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

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

\_\_\_\_\_ The Henry P. Thompson Company

Company

\_\_\_\_\_ April 28, 2020  
Date

\_\_\_\_\_ Timothy Shaw

Company Representative

\_\_\_\_\_ President  
Title

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

**FINANCIAL RESPONSIBILITY**

CONTRACTOR understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, 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**

CONTRACTOR 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 services hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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	\$100,000.00
Excess/Umbrella Liability	\$2 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement unless it is deemed not to apply by LFUCG.

- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. 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.
- h. 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 CONTRACTOR'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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONTRACTOR 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

Consultant 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**

CONTRACTOR 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00410168



UNIT PRICE CONTRACT  
FOR  
SUBMERSIBLE MIXERS

GENERAL

1. The successful Bidder will supply the following, as specified within, **Submersible Mixer(s)** on a Unit Price basis. Specified equipment will be for use at the West Hickman Creek Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. Equipment deliveries can be made to the following addresses:
  - a. West Hickman WWTP  
645 West Hickman Plant Rd.  
Nicholasville, KY 40356
3. There is no guarantee on the quantity of **Submersible Mixer(s)** and/or indicated options to be purchased during this contract.
4. The **Submersible Mixer(s)** shall be the **Model TR60-2.25-6/8** as manufactured by **Wilo USA LLC** (Thomasville, Georgia) or Owner approved equal.
  - a. Manufacturer shall have a minimum 25 years of experience manufacturing medium speed mixers with a minimum mixer speed of 200 rpm and a maximum of 300 rpm utilizing a planetary gear design in municipal wastewater applications as specified herein.
  - b. Manufacturer shall have over 1000 installations of medium speed mixers utilizing the planetary gear design as specified herein in the municipal market.
5. ***This unit price contract shall be in effect for two (2) years from the date of approval. This contract may be extended for two (2) additional one (1) year term(s) based upon the written agreement of the bidder and the LFUCG.***

## SUBMITTALS

1. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.
2. Manufacturer's data and specifications for the **Submersible Mixer(s)** shall indicate thrust, propeller diameter, propeller speed, gear ratios, brake horsepower, power input to electric drive motor for the various conditions under which the units are to operate along with descriptive data and specifications describing in detail construction of the complete unit.
3. The parameters thrust and power input to the electrical drives shall have been measured in accordance with ISO 21630 during product development
4. The successful Bidder shall submit to the OWNER for approval, shop drawings, showing all weights and dimensions necessary for the installation of foundations and anchor bolts.
5. Copy of manufacturer's equipment warranty detailing the duration of the warranty and all of the limitations of the warranty.

PERFORMANCE

1. Furnish submersible mixer(s) for the biological phosphorus removal (BPR) basin(s) for the West Hickman WWTP. The basin(s) shall contain wastewater mixed liquor of a solids concentration of not more than 1% total suspended solids (TSS) by weight. Each mixer must be capable of the following performance:

Parameter	Performance/Specification
Minimum Propeller Diameter, in.	23.6
Number of Propeller blades	3
Maximum Propeller Speed, rpm	254
Minimum Flow, gpm	6,970
Minimum Thrust, lbf	157
Maximum Motor Speed, rpm	1,080
Maximum Rated Motor, hp/unit	2.7
Minimum Motor Reserve at rated duty, %	28
Minimum Water Level above Propeller under ideal conditions, feet	3.0

**Note: Variable frequency drives (integral or external) shall not be utilized or required to meet the specified performance.**

MIXER CONSTRUCTION

1. **General:**

- a. The mixer(s) must be the submersible type
- b. All mating surfaces of the major castings requiring a watertight seal must be machined and fitted with FPM (Viton) O-rings.
- c. All nuts, bolts, washers, and other fastening devices supplied with the mixer(s) must be AISI 316 stainless steel

Specification Compliant	
Yes	No
X	

2. **Mixer Housing:** All major components of the mixing unit(s) (i.e., stator housing, seal housing, and cable entry) must be manufactured from close-grained ASTM A48 Class 35 (GG25) or higher cast iron.

Specification Compliant	
Yes	No
X	

### 3. Propeller:

a. Propellers must be manufactured from closed cell polyurethane (PUR). Welded steel or stainless steel propellers are not acceptable.

Specification Compliant	
Yes	No
X	

b. The propeller must have a swept-back profile and at least three (3) blades. The propeller blades must be thicker on the leading edge than the trailing edge and thicker towards the hub than at the tip to allow the propeller to free itself from rags as it turns. The blades must be smooth, finished throughout, and must be free from sharp edges.

c. Propellers must be statically and dynamically balanced

d. Propellers must be slip fit and securely held to the shaft by a stainless steel washer and bolt assembly that is enclosed in a separate chamber. The hub chamber is fitted with an O-ringed cap that seals the entrance of the propeller hub chamber device. The output shaft must be splined to mate with the matching spline insert of stainless steel that forms the hub of the propeller.

### 4. Propeller Shaft:

a. The shaft connecting the propeller to the gear reducer must be constructed of AISI 329 (1.4462) stainless steel.

Specification Compliant	
Yes	No
X	

b. Minimum propeller shaft diameter (D), measured at the outermost bearing, must be 1.77-in (45-mm).

c. The propeller shaft must be supported such that the length (L) from the outermost bearing to the hub of the propeller must not exceed 3.88-in (98.5-mm). The shaft overhang ratio of the distance from the hub of the propeller (L) divided by diameter of the shaft at the bearing (D) must not exceed 2.2.

**5. Bearings:**

- a. Each mixer must be furnished with a minimum of four (4) sets of bearings spaced to minimize shaft deflection to offer maximum bearing life. At least two (2) sets of the bearings must be of double row design. Designs with fewer than four (4) sets of bearings are not acceptable.
- b. A minimum of two (2) sets of bearings must support the propeller shaft (shaft from gear box to the propeller). Designs where the propeller shaft is supported solely by the gearbox are not acceptable.
- c. Mixer shaft overhang and bearing design must provide a minimum B-10 life of 100,000 at the rated duty.
- d. Bearings must be sealed, grease lubricated and maintenance-free.

Specification Compliant	
Yes	No
X	

**6. Mechanical Seals:**

- a. Each submersible mixer must be provided with two (2) separate seal chambers. The inner chamber must be located between the dry stator chamber and the gear reduction chamber. The outboard seal chamber must be located between the gear reduction chamber and the outside of the mixer at the hub of the propeller.
- b. Each seal chamber must be provided with an independent set of mechanical seals and a lip seal running in an oil bath. The inboard set of seals must be mounted in the chamber between the motor and gearbox. The outboard set of seals must be mounted between the gearbox and the propeller.
- c. Each mechanical seal set must be provided with solid sintered silicon carbide seal face material on both the stationary and rotating components. Both the inboard mechanical seal set and the outboard mechanical seal set must be silicon carbide.
- d. The metal components of the mechanical seal case must be constructed of AISI 316 stainless steel.

Specification Compliant	
Yes	No
X	



- e. A moisture sensor probe must be furnished in the outboard seal oil chamber of each mixer. The sensor must be wired to the control panel and will activate an alarm light upon moisture intrusion.
- f. The outboard seal sensor probe must be externally located and accessible for maintenance without the need to disassemble the mixer for service or replacement.

**7. Gear Reducer:**

- a. The motor must drive the submersible mixer propeller through the planetary gear reduction drive system that locates the motor shaft in line with the propeller shaft. Alternate gear reduction drive systems and direct drive systems are not acceptable.

Specification Compliant	
Yes	No
X	

- b. The motor shaft must be fitted with a keyed sun gear that uses high efficiency straight cut teeth to engage the planetary gear section.
- c. The sun gear system must be custom matched to the planetary gear system to allow for propeller speed changes in the field by a simple exchange of the sun gear and the planetary gear plate.
- d. The planetary gear section must consist of three (3) identical gears mounted on a stainless steel backing plate designed to withstand 100% lock stress from the propeller without gear or bearing damage.
- e. Each planetary gear must be supplied with precision needle bearings, which are lubricated by the gear lubricant in the gear chamber.
- f. There must be a minimum of three (3) planetary gears spaced 120 degrees around the central sun gear.
- g. The planetary gear section must be easily removed and must be interchangeable with other ratios and for simplified spare parts inventory.
- h. The planetary gear section must also engage a ring gear mounted in the outer surface of the gear chamber, which must cause the motor rotation to also rotate the planetary gear plate that must be fitted to the output propeller shafting by the use of a straight splined connection.

- i. The planetary gear plate must be retained on the output propeller shaft by the use of a snap ring and snap ring groove in the output shaft.
- j. The planetary design must be designed such that with regular oil changes, no further maintenance should be required during the life of the submersible mixer in the installation. The gears must have a minimum L-10 life of not less than 100,000 hours at the rated duty.
- k. Gear oil changes must be easily made using external stainless steel pipe plugs that are sealed via nylon washers.
- l. Standard 80 to 90 weight gear oil either normal or synthetic must lubricate the gear section.

MOTORS

**1. Submersible Motors:**

- a. Each mixer must be furnished with a single-speed, squirrel cage, induction motor enclosed in a watertight housing. Integral or external variable frequency drives are not acceptable. Motor cooling will be accomplished by submergence in liquid.
- b. The motor must be air-filled and constructed with moisture resistant NEMA Class H insulation and Class H slot liners and constructed to NEMA B design standards. The copper wound stator must be dipped in epoxy enamel and hardened to withstand a temperature of 180°C as defined in NEMA Standard MG-1. Each winding phase or layer must be laced with Class H glass lined paper. The use of cable ties to restrain windings is not acceptable. The rotor must be statically and dynamically balanced after fabrication. The rotor must utilize aluminum amortisseur bars and short circuit rings. The motor must be certified for continuous duty with a service factor of 1.10.
- c. The motor must be capable of sustaining 15 starts per hour at an ambient temperature of 40°C.
- d. The motor must be capable of uninterrupted operation with a voltage drop of 10%.
- e. Thermal switches must be furnished to monitor stator temperatures. The stator must be equipped with two (2) thermal switches. Thermal switches must automatically de-energize the motor when

Specification Compliant	
Yes	No
X	

its temperature exceeds a reset limit as recommended by the manufacturer.

- f. The motor must bear the FM (Factory Mutual) explosion-proof label certifying its use in a Class 1, Division 1, Groups C & D hazardous location.
- g. The mixer manufacturer's nameplates must be engraved, laser etched or stamped on stainless steel and fastened to the motor casing.

**2. Shafts:**

- a. The motor shaft must be constructed of AISI 420 (1.4021) stainless steel. Carbon steel shafts or shafts with sleeves of any type are not acceptable. The shaft must be one-piece construction without joints or stubs attached.
- b. Minimum shaft diameter must be 1.375-in (35-mm) at the double-row motor shaft bearing.

Specification Compliant	
Yes	No
X	

**3. Power and Control Cables:**

- a. Power and control cables must be furnished in lengths to run un-spliced from the mixer to the control panel or disconnect as specified herein (40-feet). Cables must terminate with conductor sleeves that bundle the entire group of strands of each phase to improve termination at the control panel. The sleeves must be provided to confirm that all strands of each conductor are terminated properly.
- b. Cables must be of the "NSSHOU" type and must be approved by MSHA for use in hazardous locations and must conform to industry standards for loads, resistance under submersion against sewage, and must be stranded construction. The cables must be provided with an external clamp assembly to protect against tension once secured providing a strain relief function as part of standard construction.
- c. The cables for each mixer motor must pass through the galvanized cast iron strain relief component and then through a series of stainless steel disks and Buna-N grommet that is sandwiched between the disks to control compression of the grommet. The

Specification Compliant	
Yes	No
X	

cable entry design must be of the type recommended in the Factory Mutual Research Corporation specifications for Explosion Proof Certification. The entry must be comprised of the cast iron fitting that will include the Bun-N strain relief grommet coupled with a poured conductor section. In the poured section, only Factory Mutual approved sealant must be used to wick into each conductor strand that has the insulation removed in this area to provide a positively leak proof seal for the power and sensor cords.

REMOVAL SYSTEM

**1. Guide Rail System:**

- a. A guide rail system shall be used to mount each mixer during operation and to guide the units during installation and removal for service. The system shall consist of a bottom assembly, mixer support assembly, 3.9-inch by 3.9-inch (100mm x 100mm) guide pipe, upper support and positioning device. The system to be fixed at the bottom of the tank in a pivot which shall allow horizontal rotation of the mast through not less than 120 degrees. All guides and brackets shall be constructed of AISI 316 stainless steel. The mast bearings shall be constructed of Hostaform (POM). Power/control cable holders shall be provided every five (5) feet.
- b. The bottom assembly shall be bolted to the floor of the tank, and provide support for the guide pipe. It shall also include a hole to accept the guide pipe bottom plug. The bottom console and guide pipe shall be constructed of AISI 316Ti stainless steel.
- c. The assembly shall be strong enough to support the weight of the mixer, the guide pipe and the mixer preload force. The assembly shall be positioned in such a manner so as to prevent the mixer blade tips from hitting the basin floor. The mixer support shall be constructed of AISI 316Ti stainless steel.
- d. The upper guide holder assembly shall secure the system to the tank edge or platform. It shall provide the lateral support for the guide pipe. The assembly shall contain a location to secure the electrical motor cable holder.
- e. Mixer support frame (including angular adjustment brackets) shall be manufactured from: AISI 316Ti stainless steel as detailed in the submersible mixer tabulated data listing above.

Specification Compliant	
Yes	No
X	

- f. A summary of the part numbers for the guide rail removal system is provided in the below table:

QTY	Item Description	Part No.
1	Frame, M2/100 (included)	6010963
1	AVU100 Guide Rail, 316SS, 6mm	6048810
1	Guide Rail Fixation Set #7, Upper (2 x M16)	6010954
1	Guide Rail Fixation Set #3, Lower (2 x M12)	6011005

## 2. Hoist (Crane) Assembly:

- a. A hoist system shall be used for lifting and lowering of the mixer on the guide rail during installation and maintenance. The system shall be capable of 360-degree-rotation. Each hoist assembly shall be rated at a minimum of 500 pounds. All crane and receiving boxes shall be constructed of AISI 304 stainless steel. The sleeves and the bearings in the receiving box shall be constructed of Nylon (PA). A hoist shall come complete with a 304 stainless steel hand winch with 6mm x 12m 316 stainless steel cable. A summary of the part numbers for the hoist (crane) assembly is provided in the below table:

Specification Compliant	
Yes	No
X	

QTY	Item Description	Part No.
1	E/EH 250 kg Hoist 304SS, hand winch 304SS, 6mm x 12m cable 316SS	6011073
1	Hoist Base Floor Mt., 304SS	6011012
1	Hoist Fixation Set #1 (4 x M16)	6011007
1	Special fixation Element 304SS, 6mm x 12 m cable 316SS	6010945

### ADDITIONAL ITEM(S)

1. As indicated in table below:

QTY	Item Description	Part No.
1	Combination Moisture + Thermal Relay	2763882

## SHOP PAINTING

1. **Primer and Finish Paint:** All exterior ferrous surfaces of the mixer and motor must be painted with the following coating system. Alternate coating systems are not acceptable.

Specification Compliant	
Yes	No
X	

- a. Solids by volume: 97%
- b. Type: Solvent-free ceramic coating, impregnated with aluminum oxides
- c. Total Dry Film Thickness: 400 microns (15 mils) minimum
- d. Minimum Adhesion: 15-N/mm<sup>2</sup> (2,030-psi) per ISO 4624
- e. Minimum Hardness: 110 on Buchholz Indentation scale
- f. Resistance: Level 1 (continuous duty) for sewage with pH of 6-11, Level 1 for saltwater, Level 3 (not recommended) for 10% hydrochloric acid.

2. **Surface Preparation:** Prepare all surfaces to receive coating system.

Specification Compliant	
Yes	No
X	

- a. Method: Blasting per ISO 12944-4
- b. Standard Cleanliness Grade: 2.5
- c. Minimum Peak to Valley Height: 70 microns (2.75 mils).

## EXECUTION

1. **Warranty:** The municipal-use submersible mixer(s) and their motors must be covered by a non-prorated four (4) year warranty against defects in materials and workmanship that will include 100% parts and labor. This warranty will not be limited by hours of running time.



**EQUIPMENT**  
**UNIT PRICING**

Manufacturer / Model	Description (as specified within)	Unit Price (each)
Wilo Model TR60-2.25-6/8	Mixer (Submersible)	\$8,838.00
Guide Rail System	Complete "System" As Specified Within	\$3,607.00
Hoist (Crane) Assembly	Complete "System" As Specified Within	\$3,189.00
Combination Moisture + Thermal Relay	As Indicated within	\$407.00
"Or Equal" Equipment Submittal(s) (Please include product brochure with submittal)		
Manufacturer / Model	Description	Unit Price (each)

\*Note: Pricing above includes a total freight estimate of \$800

**SPECIAL INSTRUCTIONS TO BIDDER:**

- General questions contact Rick Bowman, Engineering Tech Sr.  
@ 859.425.2475
- Bidding questions contact Brian Marcum, Division of Central Purchasing  
@ 859.258.3325



DATE: April 28, 2020

TO: Lexington-Fayette Urban County Government  
Division of Central Purchasing  
Attention: Brian Marcum  
200 East Main Street, Room 338  
Lexington, KY 40507

FROM: Jason Beck, PE

RE: #41-2020 Submersible Mixers for West Hickman WWTP

We are pleased to quote the following equipment for the above referenced project. Wilo takes no exceptions to the bid specifications. We are pleased to provide the following attachments to accompany our bid submission:

- Wilo quotation # **NE20031201KA**
- Wilo Warranty Document
- HPT Certificate of Insurance
- HPT Letter Regarding MWDBE Participation.

**Unit Price Contract for Submersible Mixer**

Please reference the attached Wilo quotation # **NE20031201KA**

Total Price: Please see attached bid submission

Federal, state, and local taxes or any equipment item or service not specifically listed in the attached quotations are not included in the above pricing. The manufacturer's Terms and Conditions are attached. This quote is valid for 30 days. If you have any questions, please call me on my cell: 513-340-5283. Thank you.

**THE HENRY P. THOMPSON COMPANY  
TERMS AND CONDITIONS OF SALE**

**The following Terms and Conditions are an integral part of The Henry P. Thompson Company's offer to sell the equipment and/or services offered in this proposal.**

**PRICES:** Published prices and quoted prices, unless otherwise specified are subject to change without notice. Invoiced prices will be those in effect at time of payment. Published prices and quoted prices do not include sales tax. Sales tax is due and payable upon receipt of the goods unless otherwise specified, tax certificate has been provided prior to shipment. All quotations and agreements, unless otherwise expressly stated, will be F.O.B. point of manufacture.

**DELIVERY:** While we will endeavor to schedule your work order for delivery in accordance with your instructions, we do not guarantee or assume liability for failure to meet any scheduled delivery date. Referred deliveries are subject to Seller's approval and then only under terms that will reimburse Seller for any costs incurred in anticipation of production together with any resulting storage, handling, or carrying charges.

**INTERPRETATION:** Seller's offer contained in this proposal is limited to acceptance of all its terms and conditions contained herein. Upon acceptance by the Buyer, this writing shall constitute the entire agreement between Seller and Buyer. Any additional or different terms provided by the Buyer on any written acknowledgment or purchase order are not part of the contract between the Seller and Buyer and therefore are not binding upon the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Acceptance or acquiescence in a course of performance rendered under meaning of this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of nature of the performance and opportunity for objection. Whenever a term defined by Uniform Commercial Code is used in this contract, the definition contained in the Code is in control.

**MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party against whom the modification is sought to be enforced.

**PERFORMANCE:** The Seller shall be excused if performance is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, and also by any cause beyond the control of the Seller, including, but not restricted to, acts of God, floods, fires, storms, acts of civil and military authorities, war, and insurrections.

**TERMS OF PAYMENT AND FAILURE TO PAY:** Our normal terms of sale are 1% 10 Net 30. **Account must be current to discount invoice. Discount is not allowed on an invoice when retainage has been withheld.** Accounts 60 days past due will either have shipment held, or start-up delayed until all payments due are made or arrangements satisfactory to us are agreed upon. If, in our judgment, we feel that for our mutual protection it is advisable to exercise lien rights, this should not be construed as derogatory action. Normally, this action would be taken when a specific job has encountered financial problems and after consultation with our customer. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise shall not prejudice any claim for damages we may assert, including reasonable attorney's fees incurred in collecting delinquent accounts.

**CANCELLATION:** Special equipment is not subject to cancellation. Where a cancellation is requested and it is not found practical to stop manufacture a 40% restocking fee will be accessed.

**AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the Buyer.

**ASSIGNMENT - DELEGATION:** No right or interest in this Contract shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**EXPRESS WARRANTIES: Equipment & Parts not manufactured by the Seller carry only the warranty of the manufacturer of said parts. Seller does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer.** It is further agreed that the Buyer must inspect all shipments within 48 hours to determine if there was damage in transit or shipment and shall file a claim with the carrier accordingly. It is further agreed that the Seller assumes no liability whatsoever for failure of equipment due to normal usage and wear.

**DISCLAIMER: SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.**

**APPLICABLE LAW:** the Uniform Commercial Code shall govern This Contract. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio as effective and in force on the date of this Contract.

**CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.

**CLERICAL ERRORS:** We are not responsible for printer's errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.



EQUIPMENT PROPOSAL No.: **NE20031201KA**  
PROPOSAL NAME: Nicholasville KY - West Hickman  
Date: April 28, 2020

REPRESENTATIVE: Henry P. Thompson  
CONTACT: Jason Beck

#### **SCOPE OF SUPPLY MIXER**

1 – Wilo mixer model TR60-2.25-6/8, 600-mm diameter polyurethane propeller, 40-ft power and control cable, thermal sensors, moisture sensor + 40-ft cable, Ceram C0 on housing, support foot, cable guides rope #2. Motor to be air filled, 2.7-hp, 1080-rpm, and shall operate on 460-v, 3 phase, 60-hz power supply, with Class H insulation, NEMA B design, inverter duty, explosion-proof for submerged operation. Weight 309-lbs. Includes #6010963 M2/100 mixer frame.

#### **SCOPE OF SUPPLY GUIDE RAIL SYSTEM**

1- #6048810 AVU100 Guide Rail, 316SS, 6m  
1 – #6010954 Guide Rail Fixation set #7, Upper (2 x M16)  
1 - #6011005 Guide Rail Fixation Set #3, Lower (2x M12)  
1- #6011012 Hoist Base Floor Mt., 304 SS  
1- #6011007, Hoist Fixation Set #1 (4 x M16)  
1- #6010945 Special fixation Element 304 SS, 6 mm x 12 m cable 316 Ss

#### **SCOPE OF SUPPLY HOIST ASSEMBLY**

1 – #6011073 E/EH 250 kg Hoist 304SS, hand winch 304SS, 6mm x 12m cable 316SS

#### **SCOPE OF SUPPLY ADDITIONAL ITEM**

1 – # 2763882 Combination Moisture + Thermal Relay - installation in controls by others

#### **NOT INCLUDED:**

Only the items listed above are included in this proposal. Control panels, starters, VFDs, junction boxes, conduit, instrumentation, piping, reducers/adapters, spool pieces, hatches, fittings, valves, level sensors / floats, gauges, precast items, spare parts, factory testing, installation, field service, field testing, startup, training, and freight are specifically excluded.

#### **COMMENTS AND CLARIFICATIONS:**

Wilo offers a limited four (4) year municipal warranty on gear driven mixers and fully meets the warranty as specified. A copy is included herewith and is considered part of this proposal.

1. %TSS: < 1%
2. No aeration in basins.
3. Inlet pipes/openings are not close to the mixer location. Inlets that are too close could negatively affect the mixing profile. Inlets focused directly at a mixer could result in mixer damage.
4. Standard Wilo mixer design.

5. With multiple mixers in the same basin, which may be different manufacturers of different performance capability (e.g., both Wilo and Flygt), the Wilo mixer performance during the trial period may be less than optimal compared to having four identical Wilo mixers in the basin.
6. Wilo mixer performance at Flygt mixer layout locations may be less than optimal compared to Wilo recommended mixer layout locations.
7. Establishment of mixer acceptance criteria to be determined after mixers are installed.
8. The above mixer is offered as an acceptable system based upon the descriptions above as understood by Wilo. If the descriptions are not correct, Wilo reserves the right to change the mixer selection, which could result in a price adjustment.
9. Mixer startup by authorized service center not included in scope/price. Please contact your Wilo representative for more information.

Total prices above are F.O.B. shipping point. Federal, State or Local Taxes that may apply. (For other conditions, refer to Wilo Standard Terms of Sale). All pricing is firm for purchase for two (2) years of June 1, 2022.

This proposal includes one (1) operation and maintenance manual per Wilo standards as a PDF file. Manual provided upon request.

**ESTIMATED SHIPMENT:**

Estimated first shipment time for up to 4 mixers 4-6 business weeks following receipt in our office of an acceptable order and complete approval of submittal data. Estimated submittal completion 2 business weeks from receipt of purchase order. Estimated shipment time does not include transit time to the delivery location. Estimated shipment time is subject to change due to both prior sale of inventory and production availability at the time the final PO is received processed and released for production by Wilo.





## **LIMITED WARRANTY FOR WILO TR MIXERS AND RZP RECIRCULATION PUMPS AND CERTAIN ANCILLARY EQUIPMENT**

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, WILO USA LLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, PARTS OR SERVICES PROVIDED BY WILO USA LLC INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE.**

### **LENGTH AND SCOPE OF WARRANTY**

WILO USA LLC offers the below limited warranty against defects in materials and workmanship as set forth below for WILO TR mixers and RZP Recirculation Pumps used in permanent installations in accordance with and subject to all requirements of WILO installation and operation instructions, when such installations are operated under normal conditions pumping and mixing either municipal or industrial, as applicable, wastewater. Normal conditions specifically include a maximum of 15 product starts per hour on constant speed installations or unlimited product starts per hour on variable speed installations. Products that handle abrasive and/or corrosive liquids are not covered by this warranty unless specifically agreed to, and approved in writing by WILO USA LLC. WILO TR mixers and RZP recirculation pumps are warranted only for the original application and specific hydraulic conditions.

Motors, electrical control boxes and all other items other than WILO TR mixers and RZP pumps furnished by WILO USA LLC are covered by a Limited Warranty for a period of one (1) year from date of original shipment, subject to all of the conditions, limitations, and requirements stated herein. Any stated warranty period is not limited by the number of hours of operation of the product.

The warranty period starts at either commissioning or six (6) months after shipment, whichever comes first. Commissioning is defined to be the day that the unit is put into service and start up is completed.

### **OBLIGATIONS OF WILO**

WILO USA LLC's sole obligation shall be to either repair, modify or replace, at its sole discretion, (a) a defective municipal use Gear-Driven TR mixer (models TR-50 through TR-326 only) which is received by WILO within four (4) years, a defective municipal use Direct-Drive TR mixer or RZP recirculation pump which is received by WILO within two (2) years, or a defective industrial use TR mixer or RZP recirculation pump which is received by WILO within eighteen (18) months after the start of the warranty period and that (b) has been inspected by WILO to confirm the existence of a defect.

Municipal use Gear-Driven TR mixers (models TR-50 through TR-326 only) received within four (4) years of the start of the warranty period, Municipal use Direct-Drive TR mixers and RZP recirculation pumps received within two (2) years of the start of the warranty period, and Industrial use TR mixers and RZP recirculation pumps received within one (1) year of the start of the warranty period shall be repaired at no charge. Industrial use TR mixers and RZP recirculation pumps received in months thirteen through eighteen (13-18), of the warranty period shall be repaired at a cost of fifty percent (50%) of the then-current WILO listed sale price for parts and listed price for labor.

TR mixers and RZP recirculation pumps shipped to WILO for warranty service must be shipped prepaid to WILO or a WILO Authorized Service Provider, as directed by WILO. Repaired pumps shall be returned to the purchaser freight collect. Electrical Schematics and start-up reports satisfactory to WILO USA, LLC are required from purchaser prior to consideration of any claim under this Limited Warranty.

Commissioning and initial start-up of WILO TR mixers and RZP recirculation pumps shall be performed by WILO or a WILO Authorized Service Provider, and a written start-up report shall be generated by WILO. A copy of the start-up report shall be made available to the purchaser. Operation of a WILO TR mixer or RZP recirculation pump without an approved start-up shall make any warranty from WILO null and void without written permission from an officer of the company of WILO.

### **OBLIGATIONS OF PURCHASER**

The purchaser is responsible for all freight and rigging charges for removing products from service and delivery of the products to and from WILO's authorized repair facility. The purchaser is responsible for all repair costs that are deemed to be outside of the scope of WILO's warranty. The purchaser should inspect all shipments/deliveries upon receipt. Damaged products should not be accepted, or signed for as "damaged" on the original bill of lading. WILO must be notified immediately of any shipments which were damaged. Upon receipt of delivery from WILO you have a period of 48hrs to declare any missing material listed on the BOL but not received. After this period WILO USA cannot be responsible for claims of missing items after this time.

All claims under this warranty must be filed through the on line claims system at [www.wilo-usa.com/wilo-usa-llc-home/service-support/service-warranty](http://www.wilo-usa.com/wilo-usa-llc-home/service-support/service-warranty). Additional shipping fees may be applied.

The purchaser shall connect all WILO provided product protection sensors to the control system. Product protection sensors control circuitry must be operational at start-up, and at all times. These include as minimum requirement the seal chamber moisture detection and motor winding temperature sensors. WILO requires any application using variable frequency drives to use load side filters where power cable lengths are in excess of 50 feet

### **EXCLUSIONS AND EXCEPTIONS**

This Limited Warranty excludes damage or wear to products caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with WILO installation and operation instructions. This Limited Warranty excludes normal wear and tear of propellers and other consumable parts and does not cover any failure caused by lightning, single-phasing, incorrect voltage, other defects or interruptions in the power supply or by splicing the electrical cable between the control panel and the product.

This Limited Warranty shall only apply to the type of WILO product described above, and shall not apply to any WILO product, electrical control equipment, or other items furnished which have been repaired by anyone other than WILO or a WILO Authorized Service Provider.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2020

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


PRODUCER <b>American Insurance Strategies</b> 76 Marco Lane Centerville, OH 45458	CONTACT NAME: Amy Schumacher	
	PHONE (A/C, No, Ext): 937-886-6454 FAX (A/C, No): 888-355-9974 E-MAIL ADDRESS: support@aisohio.com	
INSURED <b>The Henry P Thompson Company</b> 101 Main St Ste 300 Milford, OH 45150-1183	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allied	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 00003278-816177 REVISION NUMBER: 26

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	ACP3007564190	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACP3007564190	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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	Y	Y	ACP3007564190	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ACP3007564190	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Blanket BPP			ACP3007564190	05/01/2019	05/01/2020	1000 ded 450,000
A	Equipment Floater			ACP3007564190	05/01/2019	05/01/2020	7,088

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

CERTIFICATE HOLDER <b>LFUCG</b>	CANCELLATION 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  (AES)



March 16, 2020

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

Reference: Invitation to Bid #41-2020  
Submersible Mixers for West Hickman WWTP  
Bid Opening: March 24, 2020 at 2:00 PM

MWDBE Participation Goals

We have entered "NONE" on the MWDBE Participation forms included in the package. We are bidding this as a supplier of equipment only. We are the manufacturer's representative of Wilo, USA who is the manufacturer of the equipment.

Respectfully submitted,

Jason Beck  
The Henry P Thompson Company  
513-340-5283