



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: June 8, 2021

INVITATION TO BID #63-2021 Electric Actuators

Bid Opening Date: June 24, 2021 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd 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 via Ion Wave, until **2:00 PM**, prevailing local time on **06/24/2021**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

Ion Wave
<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Lexington, KY

Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>45-60</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Submitted by: **Hydro Controls, Inc**
Firm Name

5714 Signal Hill Ct, Suite C
Address

Milford, OH 45150
City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

Adam McCarthy
Representative's Name (Typed or printed)

(513) 474-7400 **(513) 474-7401**
Area Code - Phone – Extension *Fax #*

amccarthy@hydrocontrols.net
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, Adan McCarthy, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. _____

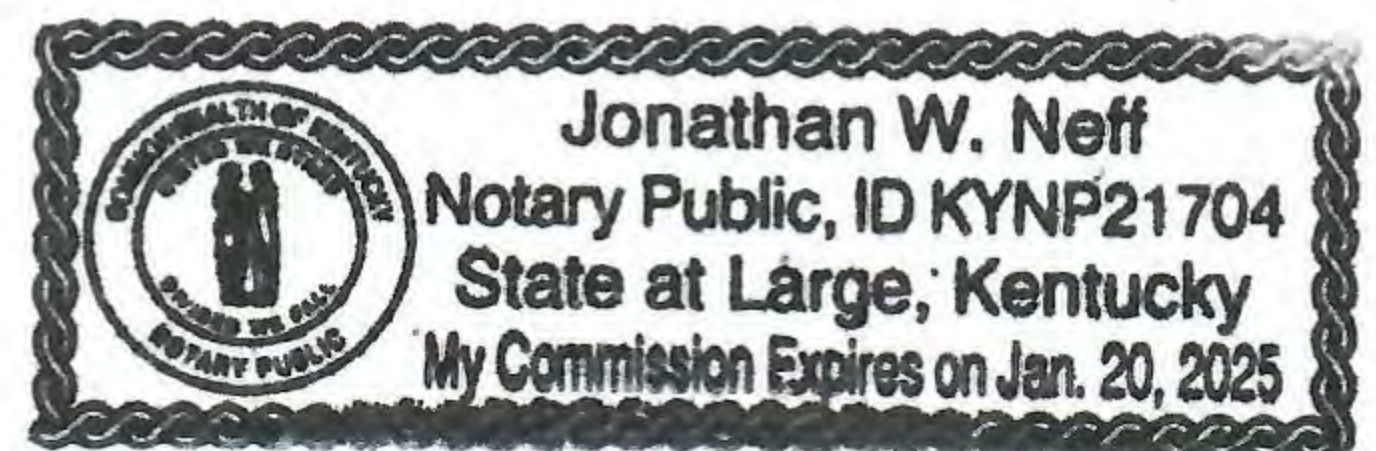
STATE OF Kentucky

COUNTY OF Fayette

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

by Adan McCarthy on this the 21 day of June, 2021

My Commission expires: 01/20/2025



Jonathan W. Neff
NOTARY PUBLIC, STATE AT LARGE

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



I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of 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. Bids that are not submitted via Ion Wave 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)**
- (xx)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 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 year. 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

Hydro Controls, Inc

Name of Business

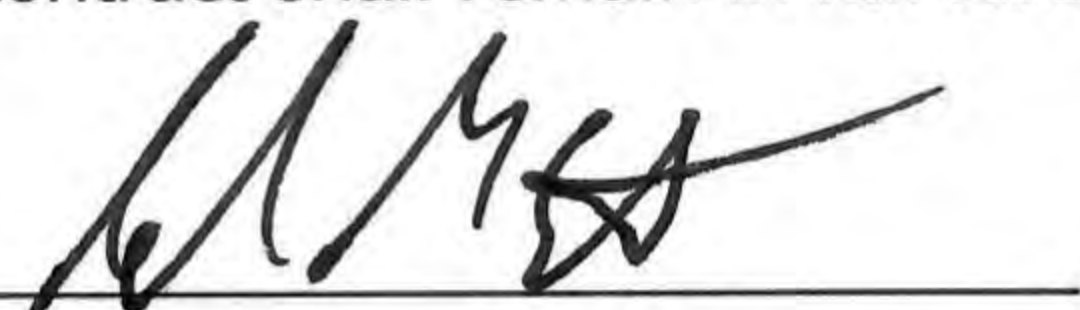
GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. 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.



6/23/21

Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Hydro Controls, Inc

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1	1														
Professionals		3															
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			3														
Skilled Craft																	
Service/Maintenance																	
Total:		4	4														

Prepared by: Adam McCarthy - Sales Representative Date: 06 / 23 / 21
(Name and Title)

Revised 2015-Dec-15

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

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

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

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

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

being at least 51% owned, managed and controlled by one or more women.

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

faith efforts package

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 63-2021

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. *We are a supplier of component parts. We are not a registered MWDBE or Veteran subcontractor.				
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.

Hydro Controls, Inc.
Company

6/23/2021
Date

Adam McCarthy
Company Representative

Sales Representative
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 63-2021

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
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.

Hydro Controls, Inc
Company

6/23/21
Date

Adam McCarthy
Company Representative

Sales Representative
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 63-2021

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
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.

Hydro Controls, Inc

Company

6/23/21

Date

Adam McCarthy

Company Representative

Sales Representative

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 63-2021

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

Company Name	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
N/A								

(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.

Hydro Controls, Inc
Company

6/23/21
Date

Adam McCarthy
Company Representative

Sales Representative
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 # 63-2021

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
N/A							

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.

Hydro Controls, Inc
Company

6/23/21
Date

Adam McCarthy
Company Representative

Sales Representative
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 63-2021

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

_____ Included documentation of quotations received from interested MWDBE firms and

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

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

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

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

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

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

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

Hydro Controls, Inc
Company

6/23/21
Date

Adam McCarthy
Company Representative

Sales Representative
Title

UNIT PRICE CONTRACT
FOR
ELECTRIC ACTUATORS

GENERAL

1. The successful Bidder will supply the following, as specified within, **Electric Actuator(s)** on a Unit Price basis. Specified equipment will be for use at the West Hickman Creek Wastewater Treatment Plant and/or the Town Branch Wastewater Treatment Plant both of which are 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
 - b. Town Branch WWTP
301 Jimmie Campbell Dr.
Lexington, KY 40504
3. There is no guarantee on the quantity of **Electric Actuator(s)** and/or indicated options or replacement parts to be purchased during this contract.
4. The **Electric Actuators** shall be the **MXb Series** as manufactured by **Limitorque** (Lynchburg, VA) or Owner approved equal.
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

6. 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.
7. Manufacturer's data and specifications for the **Electric Actuators**.

8. Copy of manufacturer's equipment warranty detailing the duration of the warranty and all of the limitations of the warranty.

TECHNICAL SPECIFICATIONS

1. **Electric Actuator(s):** shall consist of an electric motor, worm gear reduction, absolute position encoder, electronic torque sensor, mechanically and electrically interlocked reversing motor contactor, electronic control, protection, and monitoring package, manual override handwheel, valve interface bushing, graphical LCD (Liquid Crystal Display), and local control switches all contained in an enclosure that is sealed to NEMA 4, 4X, 6, IP68 to 15M for 96 hours, and (XP as required). Actuator design life shall be at least one (1) million drive sleeve turns.

Specification Compliant	
Yes	No
X	

2. **The Power Transmission:** Shall be completely bearing-supported, and consist of a hardened alloy steel worm and bronze alloy worm gear; oil-bath lubricated using synthetic oil designed specifically for extreme pressure worm and worm gear transmission service.

Specification Compliant	
Yes	No
X	

3. **The Motor:** Shall be a 3-phase/60-cycle 460 V with Class F insulation and a thermistor embedded within the motor windings to prevent damage due to over load. The motor shall be easily removed through the use of a plug-in connector and shaft coupling. The Actuator's oil shall not be exposed or required to be drained during the removal or replacement of a motor.

Specification Compliant	
Yes	No
X	

4. **Thermal monitoring:** Of motor shall be done through the use of an embedded thermistor. The actuator shall be able to monitor this thermistor and provide feedback on current temperature of motor windings to prevent overload conditions as well as provide feedback of possible open or shorted thermal feedback failures. The use of thermostats for motor protection are not acceptable.

Specification Compliant	
Yes	No
X	

5. **Valve Position:** Shall be sensed by an 18-bit, optical, absolute position encoder with redundant position sensing circuits designed for Built-In-Self-Test [BEST]. Each of the position sensing circuits shall be redundant permitting up to 50% fault tolerance before the position is incorrectly reported. The BIST feature shall discern which failures signal a warning only and which require a warning plus safe shutdown of the actuator. Open and closed positions shall be stored in permanent, non-volatile memory. The encoder shall measure valve position at all times, including both motor and handwheel operation, with or without power present, and without the use of a battery. The absolute encoder will be capable of resolving $\pm 7^\circ$ of output shaft position over 10,000 output drive rotations. **Valve Actuators that require battery backup will not be acceptable.**

Specification Compliant	
Yes	No
X	

6. **An electronic torque sensor:** Shall be included. The torque limit may be adjusted from 40-100% of rating in 1% increments. The motor shall be de-energized if the torque limit is exceeded. A boost function shall be included to prevent torque trip during initial valve unseating and during extreme arctic temperature operation (-50°C), and a "jammed valve" protection feature, with automatic retry sequence, shall be incorporated to de-energize the motor if no movement occurs.

Specification Compliant	
Yes	No
X	

7. **The Control Module:** Shall include power and logic circuit boards, control transformer, and at least two (2) primary power protection fuses, all mounted to a steel plate and attached in the control compartment with captive screws. The use of "O-rings" or other such devices to secure the control boards shall not be permitted. The module shall be easily removed through the use of plug-in connectors. The module shall also include a reversing contactor, local control switches, graphical LCD, and LED indicators. It shall also be Bluetooth® ready. All internal wiring shall be flame-resistant, rated 105°C , and UL/CSA listed. Voltage shall be selectable via a jumper included on the power board.

Specification Compliant	
Yes	No
X	

8. **Backwards Compatible:** The electronics and controls shall be **backwards compatible** to older series of that actuator model to allow upgrade and consistency of new and existing actuators through appropriate conversion kits.

Specification Compliant	
Yes	No
X	

9. **The Reversing Contactor:** Shall be mechanically and electrically interlocked to prevent simultaneous energizing of the open and close coils. The control module shall also include an auto reversal delay to inhibit high current surges

Specification Compliant	
Yes	No
X	

caused by rapid motor reversals. The control transformer shall include vacuum-impregnated coils and dual primary fuses.

10. **Local Control Knobs:** Shall use solid-state-Hall-effect devices for local communication and configuration. A padlock-able LOCAL-STOP-REMOTE switch and OPEN-CLOSE switch shall be included for local valve actuator control. The OPEN-CLOSE switch may be configured for maintained or push-to-run (inching) control as well have the option for disabling local controls. Configuration menus shall be easily navigated through 2-dimensional navigation of menu screens.

Specification Compliant	
Yes	No
X	

11. **Local Menu Scroll Knob:** On the actuator shall allow for quick access to real time torque graphs and other live diagnostics data during operation. The use of this knob shall not inhibit local or remote operation of the actuator during diagnostics selection.

Specification Compliant	
Yes	No
X	

12. **Graphical LCD:** A minimum of 240 x 160-pixel resolution graphical LCD display shall be included to display valve position as a percentage of open, 0-100%, in as low as 0.1% increments. Valve position shall also be displayable in symbolic form showing open, close, mid-travel in symbolic valve form. Position demand and current status as well as torque shall be observable through a percentage display or active scale. Contrast and backlight of the display shall be auto adjusted by light and temperature sensors to control and maintain legible viewing from a distance of at least 6m (20 ft.). **LED Indication** shall be provided for Open, Close, Over-Torque, Fault, and Bluetooth® active indication through at least 5 LEDs.

Specification Compliant	
Yes	No
X	

13. **A Phase Correction Circuit:** Shall be included to correct motor rotation faults caused by incorrect site wiring. The phase correction circuit shall also detect the loss of a phase and disable operation to prevent motor damage. The monitor relay shall trip and an error message shall be displayed on the LCD screen when loss of phase occurs and indicate the fault for Remote operation.

Specification Compliant	
Yes	No
X	

14. **Discreet Remote Control:** May be configured as 2, 3, or 4 wires for open-stop-close control. Remote control functions may be powered by external 24 VDC, 125 VAC, or the actuator's internal 24 VDC supply or 110VAC supply. The voltage values for signal threshold shall be 19.2V AC/DC and 5.0V AC/DC respectively. The maximum load for 24 VDC is 5W and for 110VAC is 15W. The internal supplies shall be protected against over current and short circuits faults and utilize optical

Specification Compliant	
Yes	No
X	

isolation to minimize electro-magnetic interference. Discreet control shall have an isolated common.

15. **Emergency Shut Down (ESD):** Provision shall be included in each actuator. The actuator shall permit up to three (3) inputs for ESD and they shall be configurable. The ESD signal shall be configurable to override any or all potential faults and send the valve to its configured emergency position. The ESD may also be configured to override LOCAL, STOP, and/or INHIBIT. Provision for an isolated common shall be provided.

Specification Compliant	
Yes	No
X	

16. **Inhibit:** Inhibit movement position shall be included in each actuator. The actuator shall permit up to three (3) inputs for Inhibits and they shall be configurable. Provision for an isolated common shall also be provided.

Specification Compliant	
Yes	No
X	

17. **Terminals:** Shall be included to connect the electronic controls package, including display, to a back-up 24 VDC power source for use with commissioning and for controls feedback during loss of primary power.

Specification Compliant	
Yes	No
X	

18. **Partial Stroke (PST):** Provision shall be included in each actuator. The PST shall be configurable for signal present or absent and run the actuator to a configurable position and back to start position. The user shall be notified of any failure or fault through diagnostics or discrete feedback. The user shall be able to view time stamped log data of the test along with the torque curve of the stroke.

Specification Compliant	
Yes	No
X	

19. Actuator shall be configurable for up to 2 mid travel stop positions. Those mid stop positions shall be available for discrete inputs/outputs as well as local controls of the actuator.

Specification Compliant	
Yes	No
X	

20. Actuator shall be configurable for a discrete input to **disable local controls** of the actuator when required while maintaining remote and stop local commands.

Specification Compliant	
Yes	No
X	

21. **Bluetooth® Low Energy (LE):** The actuator shall be equipped with Bluetooth® Low energy (LE) and meet at least the Bluetooth® 4.0 standard for lower power consumption. Bluetooth® shall be available which permits a user to download or upload configuration routines via a PC or tablet. The initial pairing of the Bluetooth® communication link shall be passkey protected by a user configurable passkey at the actuator. A visible blue LED in the controls LCD window shall be included to signify an active Bluetooth® link to the actuator is established.

Specification Compliant	
Yes	No
X	

22. **Dedicated Circuit:** To prevent undesired valve operation in the event of an internal circuit fault or erratic command signal shall be included. A single point failure will not result in erratic actuator movement. An open or short-circuit in the internal circuit board logic shall not energize the motor contactor, nor shall a single fused control relay contact fail to de-energize the motor contactor. The command inputs shall be optically coupled and require a pulse width of at least 250 ms to 350 ms to turn on or off. In the event of an internal circuit fault, an alarm shall be signaled by tripping the Monitor Relay and through LCD indication.

Specification Compliant	
Yes	No
X	

23. **Four (4) Latched Status Contacts:** Rated 125 VAC, and 30 VDC, 5 amps. These contacts may be configured to represent any status or alarm such as:

- Opened, Closed, Mid-Travel, Opening, Closing, Moving, Stopped
- Local Selected, Remote Selected, Local Stop/OFF, Manual Override
- Motor Overtemp, Overtorque, Valve Jam, Lost Phase
- ESD Active, Open Inhibit, Close Inhibit, PST Active, PST Failed, PST Passed
- Actuator Fault, Hardware Fault, Analog Lost, Network Comm Loss

Specification Compliant	
Yes	No
X	

24. **A Monitor Relay:** Shall be included and shall trip when the actuator is not available for Remote operation. Both N/O and N/C contacts shall be included, rated 125 VAC, and 30VD, 5 amps. The yellow LED shall blink when the monitor relay is active. The monitor relay shall trip for the following options: **Non-Configurable;** De-energization of controls power, Lost Phase, Valve Jam, Motor Overtemp and **Configurable;** Local Selected, Stop Selected, Overtorque, ESD Active and Inhibit Active.

Specification Compliant	
Yes	No
X	

25. The Actuator Control Panel (ACP) Cover and Module:

Shall use solid-state Hall-Effect devices for local communication and configuration. The use of reed switches on the module is prohibited. A graphical LCD shall be included to display valve position as a percent of open, 0-100%, and current actuator status. "STATUS OK" shall be displayed for an operable actuator. If the actuator is not operable, the appropriate alarm shall be displayed. The alarm shall be continuously displayed until the actuator is operable. Red, Green, and yellow LEDs shall be included for OPEN, CLOSE, STOPPED, and moving indication. The red and green LEDs shall be reversible. A padlockable LOCAL-STOP-REMOTE switch and an OPEN-CLOSE switch shall be included for local valve actuator control. The control switches shall not penetrate the controls cover and shall be designed to electrically isolate the actuator's internal components from the external environment. The OPEN-CLOSE switch may be configured for maintained or push-to-run (inching) control.

Specification Compliant	
Yes	No
X	

26. The Device Shall be Non-Intrusive:

All calibration shall be possible without removing any covers and without the use of any special tools. All calibration shall be performed in clear text languages, no icons shall be used. The languages shall be English, Spanish, French, German, Portuguese, Italian, Mandarin, Russian, Malay, and Katakana. All calibration shall be performed by a local MENU SCROLL rotary knob and selecting the appropriate configuration as displayed on the LCD. "SELECT" is signaled by using the local control knob OPEN switch and "BACK" by using the local control knob CLOSE switch, as indicated adjacent to the switches. A configurable password option shall be available to prevent unauthorized changes. Actuator can be configured with primary power or with UPS input. Wired or wireless configuration can be completed through computer or through Bluetooth® enabled tablet.

Specification Compliant	
Yes	No
X	

27. Double Sealed Terminal Compartment and Terminal Block:

All customer connections shall be located in a terminal chamber that is separately sealed from all other actuator components. Site wiring shall not expose actuator components to the environment. The internal sealing within the terminal chamber is suitable for NEMA 4, 6, and IP68 to 15M for 96 hours. The chamber shall include screw-type terminals, three (3) for power and 54 for control, for site connections. Three (3) conduit entries, available as: (2) – 1.25" NPT (M32) and (1) – 1.5" NPT (M40) shall be located in the terminal chamber.

Specification Compliant	
Yes	No
X	

28. **Coatings:** The actuator shall be coated with a polymer powder coat. The coating system shall be suitable for an ASTM B117 salt spray test of 1500 hours. External fasteners shall be stainless steel or high-strength carbon steel that has been chromate-hexavalent coated, and then top coated with a high-strength, high-endurance polymer. Optional coating for marine and coastal applications suitable for an ASTM B117 salt spray test of 2000 hours, available upon request.

Specification Compliant	
Yes	No
X	

29. **A Handwheel and Declutch Lever:** Shall be provided for manual operation. The handwheel shall not rotate during electric operation nor can a seized motor prevent manual operation. Changing from motor to manual operation is accomplished by engaging the declutch lever. Energizing the motor shall return the actuator to motor operation. The lever to enable the declutch shall be pad-lockable to permit motor operation only.

Specification Compliant	
Yes	No
X	

30. **Torque or Thrust Bushing:** The actuator shall include a removable torques or thrust bushing to mate with the valve shaft.

Specification Compliant	
Yes	No
X	

31. **Diagnostics:** All Diagnostic information shall be viewable from the LCD screen. Diagnostic information shall also be viewable with the use of a tablet or computer through hardwired connections or Bluetooth®. The need to connect a portable tool to a computer to analyze data is not acceptable. The actuator shall monitor and store all diagnostic data regardless if a user is utilizing that feature.

Specification Compliant	
Yes	No
X	

- **Graphs and trend data** shall be available through local LCD display in order to show:
 - Max/Min/Avg/Long Term Avg Open and Close. Reference and recent
 - Motor On-Time vs. Position, Starts/Hr vs. Position, Final Position vs. Time up to 10 years
 - Max/Min/Avg Recent and Reference Vibration vs. Position, Mac/Avg Vibration vs. Time up to 10 years
 - Motor and Compartment Temperature vs. Time up to 10 years
- **Data Logger:** The actuator shall be equipped with a real time clock stamped data logger. The actuator shall be able to log, record, and store the following:

- Log any event for all actuator Alarms and Warnings: Overtorque, Overtemp, Valve Jammed, Lost Phase, Hardware Faults, etc.
- Log any actuator movement move command and stop command with reason
- Max and Min recordings for Motor and Internal Temp, Voltage, Frequency, and Torque
- Total drive sleeve turns, open and close operations
- Rated Starts/Hr and Vibration exceeded counts
- The actuator shall be equipped with a **service log** for easy viewing of operational data as well as to allow service personnel the ability to time stamp the date and time unit was last serviced.

32. Standard Alarms and Warnings: Shall be available in the actuator for indication of a failure of normal operation at the LCD. These alarms should be non-configurable for:

- Close and Open Overtorque, Motor Overtemp, Valve Jammed, Lost Phase
- Encoder Fault, Knob Fault, Memory Fault, Contactor Fault, Boards Comm Loss
- Encoder Warning, RTC Battery Low, Starts/Hr Exceeded, Vibration Exceeded

Specification Compliant	
Yes	No
X	

- **Deviation Warnings:** Shall be available to alert of potential issues before faults occur by monitoring changes in the unit's operation when compared to a reference value. Deviation levels shall be configurable for LCD display and/or Relay feedback and include:
 - Torque
 - End Position
 - Vibration
- **High Level Warnings:** Shall be available to alert of potential issues before faults occur by monitoring changes in the unit's operation by crossing a configured threshold. High levels shall be configurable for LCD display and/or relay feedback and include:
 - Torque
 - Vibration
 - Motor Temp
 - Starts per hour
 - Drive sleeve turns
 - Starts open and starts close
 - Move-to hunting counts
 - Service time

33. Factory Testing: Every actuator shall be factory tested to verify: rated output torque, output speed, handwheel operation, local control, control power supply, valve jammed function, all customer inputs and outputs, motor current, motor thermistor, LCD and LED operation, direction of rotation, microprocessor checks, and position-sensor checks. A report confirming successful completion of testing shall be included with the actuator.

Specification Compliant	
Yes	No
X	

34. Bluetooth: A Bluetooth option shall be available which permits a User to download or upload configuration routines via standard low power wireless communication path to an actuator. This is accomplished by using a Bluetooth equipped PC, PDA, Cell Phone, compatible with Windows Mobile 5 platform and actuator diagnostics GUI (Graphical User Interface) software. The BT (Bluetooth) option shall contain FHSS (Frequency Hopping Spread Spectrum) which permits reliable communication link in a “noisy” environment. The BT option shall contain 128 bit data encryption enabled to protect the privacy of the link. BT communication shall be accessible up to 10 meter(s) from the actuator in all directions. A visible blue LED in the controls LCD window shall be included to signify an active BT link to the actuator is established. 110 VAC, 15 VA – Discrete remote control may be configured as 2, 3, or 4 wires for OPEN-STOP-CLOSE control and powered by actuator’s internal supply of 110 VAC, 20 W circuit. The voltage values for signal threshold shall be 19.2 V AC/DC and 5.0 V AC/DC respectively. The maximum load for 110 VAC is 10 mA. The internal supplies shall be protected against over current and short circuit faults.

35. DeviceNet Specification: A DeviceNet device shall comply with CAN based protocol and shall provide the following features:

- DeviceNet uses a Trunk / dropline topology, certified for interoperability with ODVA
- The device shall have as standard DeviceNet Group 2 Server implementation
- The device shall have as standard a Bus Powered Network Interface allows power alarm information to be communicated when actuator loses main power. The actuator does NOT drop off the network when 3-phase power is lost
- The device shall have as standard various I/O connection types available to accommodate the network user’s control and monitoring network architecture.
- The device shall have as a standard polled I/O Connection
- The device shall have as a standard Bit Strobed I/O Connection

Specification Compliant	
Yes	No
X	

- The device shall have as a standard Change of State / Cyclic I/O Connection
- The device shall have as a standard explicit connections defined as:
 - i. Various Assembly Objectives and sizes which allow the network user to determine how much data to transfer to accommodate network installation data throughput requirements
 - ii. Automatic BAUD rate detection
- Node Address configurable via local setup menu, or via the remote network user

CERTIFICATIONS

1. Non-Hazardous(Weatherproof/Submersion) Certifications:

- IEC 529 protection code IP68; 15 meters for 96 hours continuous
- USA & CSA; NEMA 3, 4, NEMA 4X, NEMA 6

Specification Compliant	
Yes	No
X	

2. Standard Hazardous Global Certifications:

- FM – Class I, Groups B, C & D, DIV. 1 and Class II, Groups E, F, and G, T4-T4A temperature classification is acceptable w/ operational times < 15 min.
- ATEX Eex d IIB T4 ATEX II 2 G, CENELEC Norm EN50014 and EN50018
- ATEX Eex d IIC T4 ATEX II 2 G, CENELAC Norm EN50014 and EN50018 –T4A temperature classification is acceptable w/ operational times < 15 min.
- CSA - Class I, Groups B, C & D, DIV. 1 and Class II, Groups E, F, & G, T4
- IEC Eexd IIB T4, IIB T4
- IEC Eexd IIC T4, IIC T4

Specification Compliant	
Yes	No
X	

3. European Directives:

- All actuator designs shall have been tested to demonstrate compatibility with the following European Directives: The actuator shall be tagged with CE mark per compliance with directives 89/336/EEC & 93/68/EEC – Low Voltage, and 2003/10/EEC Airborne Noise.

Specification Compliant	
Yes	No
X	

4. Machinery and LVD; EN 60204 EMC

- Vibration and seismic capability shall be in accordance with MILSTD-167, IEEE-344-1975, and IEC68-2-6.

Specification Compliant	
Yes	No
X	

5. EMC & LVD; EN 50081-1 & 2

- Applicable Emissions Standards; EN 50011:1998
- Radiated emissions; EN 55011:1998 & FCC Part 15, subpart J
- Conducted emissions; EN 55011:1998 & FCC Part 15, subpart J
- Applicable Immunity Standards; IEC EN 6100-6-1:2001
- ESD; IEC 6100-4-1:1995
- Radiated RF Immunity; IEC 6100-4-3:1995
- Fast Transients and Bursts; IEC 6100-4-4:1995
- Voltage Surges; IEC 6100-4-5:1995
- Conducted RF Immunity; IEC 6100-4-6:1996
- Magnetic Field Immunity; IEC 6100-4-8:1993
- Voltage Dips and Interrupts; IEC 6100-4-1:1994

Specification Compliant	
Yes	No
X	

6. Airborne Noise to EN 60204-1

Specification Compliant	
Yes	No
X	

OPTIONS

1. **Analog Position Transmitter (APT):** A non-contacting, internally powered, electrically isolated position transmitter shall be included to provide a 4-20 mA signal that is proportional to valve position.

Specification Compliant	
Yes	No
X	

2. **Analog Torque Transmitter (ATT):** A non-contacting, internally powered, electrically isolated torque transmitter shall be included to provide a 4-20 mA signal that is proportional to rated output torque.

Specification Compliant	
Yes	No
X	

3. **Modutronic Option:** A controller that alters valve position in proportion to a 4-20 mA analog command signal shall be included. Positioning shall be accomplished by comparing the command signal to an internal position feedback. The internal feedback shall be of the non-contacting type. An automatic pulsing feature to prevent overshoot at the setpoint shall be included. Deadband shall be adjustable to 0.5% full span.

Specification Compliant	
Yes	No
X	

4. **Relays for Status and Alarms:** Up to eight (8) additional latching output contacts rated 250 VAC / 30 VDC, 5 Amps and configurable to represent any actuator status in either N/O or N/C state shall be available for the following conditions: Open, close or mid-travel position, switched to LOCAL, over torque, motor over temperature, manual operation, switched to REMOTE, switched to STOP, valve moving, close torque switch, open torque switch, hardware failure, ESD active, inhibits active, valve jammed, analog IP (input) lost, lost phase, and network controlled.

Specification Compliant	
Yes	No
X	

5. **Two-Speed Timer:** A two-speed timer that permits the motor to be pulsed to achieve a longer stroking time shall be included. The pulsing mode may be configured for the open and/or close direction, for any portion of the valve stroke with the ON pulse cycles configurable from 0.5-20 seconds and the OFF pulse cycles configurable from 1-200 seconds.

Specification Compliant	
Yes	No
X	

6. **Auxiliary Control station:** an auxiliary control station shall be provided in a separate enclosure for control of actuator. The enclosure shall meet the same environmental requirements as the actuator and shall be suitable for either surface mounting or stanchion mounting. The control station shall include two selector switches OPEN-STOP-CLOSE function, LOCAL-OFF-REMOTE function, and two lights for position indication (**RED for CLOSED and GREEN for OPEN**). The LOCAL-OFF-REMOTE selector switch shall be padlockable in each position. The enclosure shall have two conduit entries for control wiring.

Specification Compliant	
Yes	No
X	

Installation Startup Services

1. For each actuator supplied in the unit cost a minimum of eight (8) hours per actuator shall be included in this startup / **installation service shall be by the factory authorized and trained municipal representative.**

Specification Compliant	
Yes	No
X	

2. Actuators being retrofitted must include any additional mounting brackets and stands to ensure that the drive nut engages to the existing stem in the same area as the existing gear drive to ensure that no travel is lost and the gate being automated remains with full travel.

Specification Compliant	
Yes	No
X	

3. All hardware is to be stainless steel

Specification Compliant	
Yes	No
X	

4. All brackets or stands required made of steel are to be nylon powder coated.

Specification Compliant	
Yes	No
X	

5. Actuators must come with a new Lexann stem cover

Specification Compliant	
Yes	No
X	

EQUIPMENT
UNIT PRICING

Must be Submitted in lonwave

Manufacturer / Model	Description (as specified within)	Unit Price (each)
Limitorque / MXb05	MXb05	lonwave
Limitorque / MXb10	MXb10	lonwave
Limitorque / MXb20	MXb20	lonwave
Limitorque / MXb40	MXb40	lonwave
Limitorque / MXb85	MXb85	lonwave
"Or Equal" Equipment Submittal(s) (Please include product brochure with submittal)		
Manufacturer / Model	Description	Unit Price (each)
		lonwave
		lonwave
		lonwave
		lonwave
		lonwave

Option(s)	
Item (as specified within)	Unit Price (each)
Analog Position Transmitter (APT)	lonwave
Analog Torque Transmitter (ATT)	lonwave
Modutronic Option	lonwave
Eight (8) Relay Board	lonwave
Two-Speed Timer	lonwave
110 VAC, 15 VA	lonwave
V1 - Bevel Gear	lonwave
V2 - Bevel Gear	lonwave
V3 - Bevel Gear	lonwave
Auxiliary Control Station	lonwave
Stainless Steel Bushing (MX10)	lonwave
On-Site Service Call (1/2 Day)	lonwave
On-Site Service Call (Full Day)	lonwave

Replacement Parts			
Line #	Item (as specified within)		Unit Price (each)
1	Main Processing Board		lonwave
	1a.	MXa	lonwave
	1b.	MXb	lonwave
2	OA Board		lonwave
	2a.	MXa	lonwave
3	Encoder		lonwave
4	DeviceNet Board		lonwave
5	Power Board		lonwave
	5a.	MXa – 05 through MXa - 40	lonwave
	5b.	MXa – 85 through MXa - 140	lonwave
6	MXa to MXb Conversion Kit with DeviceNet		lonwave

SPECIAL INSTRUCTIONS TO BIDDER:

- BID MUST BE SUBMITTED IN ION-WAVE
- Bidding questions contact Brian Marcum, Division of Central Purchasing: (859)258-3325