INVITATION TO BID

Bid Invitation Number: 7-2014 Date of Issue: 01/13/2014

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 01/27/2014. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

the

All bids must have the coutside of the envelope.	company name and add	lress, bid invitation	n number, and the commodity/service on
Bids are to include all ship	oping costs to the point of	of delivery located	at: various locations, Lexington, KY
Bid Security Required: Cashier Check, Certified Check			ond Required:Yes _XNo will not be acceptable).
	Com	nodity/Service	
	Installation of O	utdoor Warnin	ig Sirens
	See s	specifications.	
	Check One: s Met l Specifications. Except ttached to bid proposal		Proposed Delivery: 14 days after acceptance of bid.
	ton-Fayette Urban Cour		ll be using Procurement Cards to nts. Will you accept Procurement Cards?
Submitted by:	Amteck Firm 2421 Fortune Driv Address Lexington, KY 405		

Bid must be signed: (original signature)

Signature of Authorized Company Representative – Title John Hungate

Representative's Name (Typed or printed)

859-255-9546 1137 859-231-7513 Area Code - Phone - Extension Fax #

jhungate@amteck.com E-Mail Address

AFFIDAVIT

Comes the Affiant, John H	Hungate	, and after being first duly sworn
under penalty of perjury as follows:		
1. His/her name is individual submitting the bid or is the	John Hungate e authorized representative	and he/she is the
-	1	
Amteck		,
the entity submitting the bid (hereina	fter referred to as "Bidder"	").
County Government at the time the be "current" status in regard to those tax 3. Bidder will obtain if applicable, prior to award of the county and a Bidder has authority taxes and/or fees are delinquent or the states and the Commonwealth of Kentucky with will not violate any provision of the states are delinquent or the state	bid is submitted, prior to averse and fees during the life of a Lexington-Fayette Urbontract. Exized the Division of Central sion of Revenue and to distant a business license has nowingly violated any proving the past five (5) years a campaign finance laws of the country violated any proving the proving the past five (5) years a campaign finance laws of the country violated any proving the past "knowingly" for past described by a statute or aware that his conduct is considered.	an County Government business license, al Purchasing to verify the above- sclose to the Urban County Council that ot been obtained. vision of the campaign finance laws of and the award of a contract to the Bidder the Commonwealth. ision of Chapter 25 of the Lexington- n as "Ethics Act." purposes of this Affidavit means, with ordinance defining an offense, that a
STATE OF Kentucky		
COUNTY OFFayette		
The foregoing instrument was	s subscribed, sworn to and	acknowledged before me
by John Hungate		on this the 25th day
of January , XXXX 20		
My Commission expires:		- DURRUM
	J. h 1.	Che Dinasi
	NOTARY PUBI	C, STATE AT LARGE
Please refer to Section II. Bid	d Conditions, Item "	U" prior to completing this form 12.15 ARCHITECTURE AT LARCHITE

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 <u>www.Greenseal.org</u> 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 preapproved 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	Χ	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 <u>any</u> and <u>all</u> 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.
- 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 #7-2014 Installation of Outdoor Warning Sirens"

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 / cashier's 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 / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> 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.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

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

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

Bidders

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

John Jugath

Signature Amteck

Name of Business

10 of 28

Name of Organization:	4	mteck LLC			THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON NAMED IN COLUMN T		ă	ate: C	1 / 6	Date: 01 / 27 / 2019	7014
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Prepared by: Kuch's Strauel HR Director

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

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

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

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

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

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

be submitting a bid.

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #_7-2014

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. nla			
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.

Amteck	John Hungate
Company	Company Representative
1-25-14	Project Manager
Date	Title



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #_7-2014

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

SUBSTITUTED MWDBE Company Name, Address, Phone, Email 1. \(\sum_{amil}\) \(\s		T		T		T
Name, Address, Phone, Email 1. \(\cappa_{\text{lam}}\) 2. \(3.)		MWDBE Formally		1	ì	
Email Email			Performed	Substitution		Contract
1. \(\alpha\) 2. \(\alpha\) 3.	Name, Address, Phone,				Work	
2.		Email				
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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.

_Amteck	John Hungate
Company	Company Representative
1-25-14	Project Manager
Date	Title

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MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #_7-2014

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

Company Name			Contac	Contact Person				
Amte	<u> </u>			John Hungart				
Address/Phone/Email	Dr. #150		Bid Pac	John Hungate Bid Package / Bid Date 7-2014 / 1-27-14				
lewington, ly	40509			7-2014 / 1-27-14				
859. 255. 9546	Shunaa	# Dan ted	Lupm	Pro				
***	-							
MWDBE	Contact	Contact	Date	Services	Method of	Total dollars \$\$	MBE *	
Company Address	Person	Information	Contacted	to be	Communication	Do Not Leave	AA	
		(work phone,		performed	(email, phone	Blank	HA	
		Email, cell)			meeting, ad,	(Attach	AS	
					event etc)	Documentation)	NA	
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nia								
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		1					l	
(MBE designation / A	A = A Gricon A ====	ricen / 174 = 17:	annia Amaria	m /AS = Aci-	n American /Do-:c	c Islander / NIA = NIA	tive American)	
(MDE designation / F	A-African Aine	ncan / HA- His	Jame America	an/As – Asia	n American) i acm	c islander/ IVA- IVA	ave Americany	
The undersigned acknow	vledges that all inf	ormation is accurat	e. Any misrep	resentation ma	y result in termination	on of the contract and	or be subject to	
applicable Federal and S								
Amteck				I	ohn Hungate			
Company			_		mpany Representa	,,	_	
• •					* * *			
1-25-14			_		roject Manag	ger	_	
Date				Tit	ie			



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

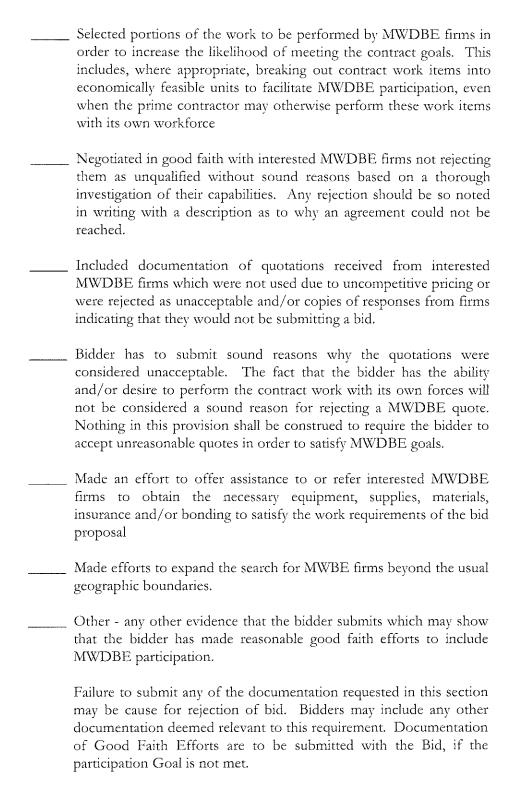
The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative,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

	'Quote # <u>7</u>		······································				
Total Con	tract Amou	nt Awarded	to Prime	Contractor f	or this Project		
Project Name/		,	10 (Bid 4	Work Period/Fi	rom:	To:	
Company Nam	e:		•	Address: 2421 Fort	ne chuir #180	عد لابر	46809
Federal Tax ID	b1-135(فاعمار		Contact Person:	Hungate		
					-		
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
nla							
each of the re	presentations :	set forth below	is true. Any al and State la	misrepresentati		e termination	
1-25-14				Project Mar	nager		
Date			,	Title			

LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #_7-2014

that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate. Included documentation of advertising in the above publications with the bidders good faith efforts package Attended LFUCG Central Purchasing Economic Inclusion Outreach event X Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities -prior pre-bid meeting held by Marilyn Clark Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s). Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively. Followed up initial solicitations by contacting MWDBEs to determine their level of interest. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

By the signature below of an authorized company representative, we certify



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

Certificate of Training

Awarded to

Tromas Q. Mans I

for completing the factory training course on

SFCDWARE, SS2000D, SS2000, FSPWARE, SE3000, UVTD, UVIC, UVRI, UVLOC, TELCO, Informer, DCFCTBD and FCTBD Held September 14th – 16th, 2011 at University Park, IL

presented by

Federal Signal Corporation - Alerting and Notification Systems

Awarded on this 16^4 day of September 2011.



Homas Edgeworth, System Applications And Technical Support

Certificate of Training

Awarded to

John D. Hungara

for completing the factory training course on

SFCDWARE, SS2000D, SS2000, FSPWARE, SE3000, UVTD, UVIC, UVRI, UVLOC, TELCO, Informer, DCFCTBD and FCTBD

presented by

Held September 14th - 16th, 2011 at University Park, IL

Federal Signal Corporation - Alerting and Notification Systems

Awarded on this 16th day of September 2011.



Nones Spenert

Thomas Edgewooth, System Applications And Technical Support

concerning false statements and claims.

Amteck	John Hungate
Company	Company Representative
1-25-14	Project Manager
Date	Title

GENERAL PROVISIONS OF BID CONTRACT

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

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall

- immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and

construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

- Ability to Meet Obligations: Bidder affirmatively states that there are no actions. 17. suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u> <u>Limits</u>

General Liability \$1 million per occurrence, \$2 million aggregate

(Insurance Services Office Form CG 00 01) or \$2 million combined single limit

Commercial Automobile Liability combined single, \$1 million per occurrence

(Insurance Services Office Form CA 0001)

Worker's Compensation Statutory

Employer's Liability \$500,000.00

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon

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

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00369518

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT REQUEST FOR BID #7-2014 INSTALLATION OF OUTDOOR WARNING SIRENS

The LFUCG has 5 replacement emergency warning sirens to be installed. Installations may be performed at heights up to 80 feet above ground.

The 5 sites requiring replacements are as follows:

Note: All replacement control and battery boxes must be picked up at 2412 Fortune Drive. Batteries in existing sirens will be tested and if within acceptable range will be transferred to the new system.

Site 1: Woodland Park - 801 East High Street

Site 1 will require:

- The old type cone arrays will be removed from the top of the pole and transported to the Streets and Road facility behind the stockyard off Old Frankfort Pike at the end of Roy Mardis Drive
- The new siren arrays will be installed on top of the pole.
- The old control and battery boxes must be removed and transported to Amteck at 2421 Fortune Drive.
- The new replacement battery and control boxes will be installed in their place.

Site 2: Kirklevington Park – 396 Redding Road

Site 2 will require:

- The old type cone arrays will be removed from the top of the pole and transported to the Streets and Road facility behind the stockyard off Old Frankfort Pike at the end of Roy Mardis Drive.
- The newer pancake type array will be installed on top of the pole.
- The old control and battery boxes must be removed and transported to Amteck at 2421 Fortune Drive.
- The new replacement battery and control boxes will be installed in their place.

Site 3: Gainesway Park – 1201 Centre Parkway

Site 3 will require:

- The old type cone arrays will be removed from the top of the pole and transported to the Streets and Road facility behind the stockyard off Old Frankfort Pike at the end of Roy Mardis Drive.
- This pole will be relocated approximately 105 feet west, adjacent to a walkway.
- The newer pancake type array will be installed on top of the pole.
- The old control and battery boxes must be removed and transported to Amteck at 2421 Fortune Drive.

• The new replacement battery and control boxes will be installed in their place.

Site 4: Garden Springs – 2005 Dogwood Drive

Sites 4 will require:

- The siren array will be removed from the top of the pole.
- The old control and battery boxes must be removed and transported to Amteck at 2421 Fortune Drive
- The pole will be relocated to another designated place approximately 270' north from current location and the system restored
- The new replacement battery and control boxes will be installed.
- Electrical connections will be made to an existing source approximately 100' of the new location.

Site 5: Masterson Station Park – 3051 Leestown Road

Site 5 siren is a hybrid of the old type sirens and the newest sirens and will require:

- The old battery box contains 4 batteries and the old type amps which can no longer be purchased. These will be removed and transported to Amteck at 2421 Fortune Drive
- The new battery box and control panel will be installed.

1.0 Contractors Responsibilities

- 1.1 The contractor warrants, by submission of his/her bid, that all installation performed on components of the siren system shall be of the kind and quality necessary to assure that the performance of the equipment will meet or exceed the published specifications.
- 1.2 The contractor shall assume full responsibility for all equipment covered by this contract while such equipment is on the contractor's premises. Any equipment that is lost or stolen while in the contractor's custody shall be replaced at the contractor's expense.

2.0 Pre-Bid Site Visits

A pre-bid conference will be held January 17, 2014 at 9:00 am, beginning at 801 East High Street. All perspective bidders are highly encouraged to attend.

3.0 Inspection

LFUCG reserves the right to inspect the facilities of any bidder to determine that the bidder has the equipment and certification requirements of manpower to perform the services required by this agreement.

4.0 Term

4.1 The term of this contract shall be three months from the date of Council approval.

4.2 The term of this contract may be extended for an additional one month upon agreement by both parties. Any agreement to extend the original term of this contract must be executed by both parties in writing, no later than (30) days before the expiration of the original contract term.

5.0 Federal Signal Corporation

- 5.1 The contractor shall be certified by the Federal Signal Corporation as a Federal Warning System maintenance technician.
- 5.2 The contractor will provide proof of prior Federal Signal Corporation outdoor warning siren installation experience.

6.0 Pricing

Location	Price (all inclusive per location)
Woodland Park – 801 East High St	\$ 4,500.00
Kirklevington Park – 396 Redding Rd	\$ 4,500.00
Gainesway Park – 1201 Centre Parkway	\$ 7,750.00
Garden Springs – 2005 Dogwood Dr	\$ 7,750.00
Masterson Station Park – 3051 Leestown Rd	<u>\$ 4,500.00</u>
Total:	<u>\$ 29,000.00</u>



Tuesday, December 10, 2013

Stephen Jackson

Operations Manager Division of Environmental and Emergency Management Lexington-Fayette Urban County Government 115 Cisco Road Lexington, KY. 40504 Office 859-258-3784 Fax 859-252-8689 E-mail sjackson@lfucg.com

RE: WOODLAND PARK REPLACE EXISTING SIREN WITH NEW STYLE SIREN ARRAY SITE #5 Bid # 20-JH-14-081

Contractor #CE19425

Stava	٠	

Please find the attached pricing requested for the above referenced project.

If pricing is acceptable, return a signed copy to my attention via fax at 859-231-7513.

Please feel free to contact me with any questions.

Your business is greatly appreciated.

Sincerely Amteck LLC.

John Hungate Service Manager **Special Services Division**

Accepte	d:	Date:

Please Note: Amteck LLC. cannot mobilize on this job until a signed copy of this proposal is faxed or mailed back to the Amteck LLC. office.



Tuesday, December 10, 2013 Bid # 20-JH-14-081 Contractor #CE19425

The following bid represents information provided by Steve Jackson of D.E.E.M to John Hungate of Amteck LLC per e-mail on Monday, December 09, 2013.

SCOPE:

- Includes:
- Providing manpower to disconnect and remove the (4) siren enclosures on the pole.
- Providing manpower to re-wire the customer supplied arrays (when the array's where demoed from Richmond they cut the wire short).
- Storing these boxes at Amteck's storage location.
- Providing manpower and equipment to set the new siren array on top of the pole.
- Installing owner supplied enclosures, batteries, drivers and CPU.
- Providing and installing new #14 THWN copper wire and chase to the new siren enclosure from the existing j-box and terminating both ends.
- Providing bucket truck, crane truck, and small materials.

Excludes:

- Working before 7AM, after 5PM, weekends, or Holidays
- Providing any sirens, enclosures, or poles.
- Anything not specifically called out in the above scope

BASE BID PRICE: \$4,500.00

NOTES:

Due to fluxuations in fuel, plastics, copper and steel prices, the price listed above will not be guaranteed for more than 20 days after the date listed on this document. Call to verify or get revised pricing after 20 days.



Tuesday, December 10, 2013 Bid # 20-JH-14-081 Contractor #CE19425

BID ASSUMPTIONS:

It is understood that any deviation from the defined Scope of Work will require a signed change order before implementation of said changes.

Additional charges will be billed at an hourly rate as outlined by our Labor Rates.

Pricing assumes unobstructed work by our technicians.

Any downtime or delays due to customer or other contractors may result in additional charges.

PRICING INCLUDES:

All taxes.

Full project management, which includes scheduling, Q/A and a single point of contact for owner on all aspects of project-from scheduling to invoicing.

Installation of materials to meet the standards defined by the National Electric Code.

All materials necessary to complete the above scope(s) of work.

TERMS OF PAYMENT:

Upon award, this project will be billed through progress billings.

The first billing will be invoiced upon receipt of award and mobilization (which includes ordering of material).

Net 30 Days



Tuesday, December 10, 2013

Stephen Jackson

Operations Manager Division of Environmental and Emergency Management Lexington-Fayette Urban County Government 115 Cisco Road Lexington, KY. 40504 Office 859-258-3784 Fax 859-252-8689 E-mail sjackson@lfucg.com

RE: KIRKLEVINGTON PARK REPLACE EXISTING SIREN WITH NEW STYLE SIREN ARRAY SITE #9 Bid # 20-JH-14-082 Contractor #CF19425

Contractor nCL15425
Steve:
Please find the attached pricing requested for the above referenced project.
If pricing is acceptable, return a signed copy to my attention via fax at 859-231-7513.
Please feel free to contact me with any questions.
Your business is greatly appreciated.
Sincerely Amteck LLC.
John Hungate Service Manager Special Services Division
Accepted:Date:

Please Note: Amteck LLC. cannot mobilize on this job until a signed copy of this proposal is faxed or mailed back to the Amteck LLC. office.



Tuesday, December 10, 2013 Bid # 20-JH-14-082 Contractor #CF19425

The following bid represents information provided by Steve Jackson of D.E.E.M to John Hungate of Amteck LLC per e-mail on Monday, December 09, 2013.

SCOPE:

- Includes:
- Providing manpower to disconnect and remove the (4) siren enclosures on the pole.
- Providing manpower to re-wire the customer supplied arrays (when the array's where demoed from Richmond they cut the wire short).
- Storing these boxes at Amteck's storage location.
- Providing manpower and equipment to set the new siren array on top of the pole.
- Installing owner supplied enclosures, batteries, drivers and CPU.
- Providing and installing new #14 THWN copper wire and chase to the new siren enclosure from the existing j-box and terminating both ends.
- Providing bucket truck, crane truck, and small materials.

Excludes:

- Working before 7AM, after 5PM, weekends, or Holidays
- Providing any sirens, enclosures, or poles.
- Anything not specifically called out in the above scope

BASE BID PRICE: \$4,500.00

NOTES:

Due to fluxuations in fuel, plastics, copper and steel prices, the price listed above will not be guaranteed for more than 20 days after the date listed on this document. Call to verify or get revised pricing after 20 days.



Monday, December 09, 2013

Stephen Jackson

Operations Manager Division of Environmental and Emergency Management Lexington-Fayette Urban County Government Office 859-258-3784 Fax 859-252-8689 E-mail siackson@lfucg.com

RE: NEW INSTALLATION OF SITE 24 GAINESWAY PARK

Bid # 20-JH-14-013 Contractor #CE19425

Steve:

Please find the attached pricing requested for the above referenced project.

If pricing is acceptable, return a signed copy to my attention via fax at 859-231-7513.

Please feel free to contact me with any questions.

Your business is greatly appreciated.

Sincerely Amteck LLC.

John Hungate Service Manager Special Services Division

Accepted:							_Dat	e:						
Please Note:	Amteck LLC.	cannot	mobilize	on	this	job	until	а	signed	сору	of	this	proposa	ıl is

faxed or mailed back to the Amteck LLC. office.



Monday, December 09, 2013 Bid # 20-JH-14-013 Contractor #CE19425

The following bid represents information provided by Steve Jackson, Pat Dugger of D.E.E.M, Steve Brewer, Ed Chaney of Parks and Recreations and John Hungate of Amteck LLC. on Tuesday, September 24, 2013.

SCOPE:

Includes:

- Providing (1) ditch witch for trenching from existing Parks & Recreation panel location (up to 100').
- Providing and installing (1) Class II wooden pole at location discussed during walk through.
- Providing (1) crane boom truck to set array on pole.
- Installing customer supplied control box and battery box on the side of the pole.
- Installing customer supplied siren array on the pole.
- Providing and installing (1) 3/4" PVC conduit from existing panel over to location of the pole.
- Providing and installing (1) 12x12x8 NEMA 3R hinged cover box with den-rail and terminal blocks.
- Providing and installing (16) #14 THHN copper conductors with (1) #14 THHN grounding conductor from control cabinet to j-box terminal blocks.
- Providing and installing 3/4" seal tight from j-box to speaker arrays and wire.
- Providing and installing (1) 3/4" EMT conduit from ground rods to pole for grounding.
- Providing and installing (1) #6 bare copper conductor from ground rods to pole.

Excludes:

- Working before 7AM, after 5PM, weekends, or Holidays
- Providing any cables, wires, or coax cables.
- Providing any antennas or cabling for antenna.
- Any poles or equipment to set poles.
- Repairing or replacing damaged concrete or brick.
- Any rock removal or coring (any rock removal or coring will be an extra cost).
- Any repair to cut or hit gas lines, water lines, electrical lines or sewer lines.
- Anything not specifically called out in the above scope

BASE BID PRICE: \$7,750.00



Monday, December 09, 2013 Bid # 20-JH-14-013 Contractor #CE19425

NOTES:

- Due to fluxuations in fuel, plastics, copper and steel prices, the price listed above will not be guaranteed for more than 20 days after the date listed on this document.
- Additional charges may be included for rock removal or coring.
- Call to verify or get revised pricing after 20 days.

BID ASSUMPTIONS:

It is understood that any deviation from the defined Scope of Work will require a signed change order before implementation of said changes.

Additional charges will be billed at an hourly rate as outlined by our Labor Rates.

Pricing assumes unobstructed work by our technicians.

Any downtime or delays due to customer or other contractors may result in additional charges.

PRICING INCLUDES:

- All taxes.
- Full project management, which includes scheduling, Q/A and a single point of contact for owner on all aspects of project-from scheduling to invoicing.
- Installation of materials to meet the standards defined by the National Electric Code.
- All materials necessary to complete the above scope(s) of work.

TERMS OF PAYMENT:

Upon award, this project will be billed through progress billings.

The first billing will be invoiced upon receipt of award and mobilization (which includes ordering of material).



Monday, December 09, 2013

Stephen Jackson

Operations Manager Division of Environmental and Emergency Management Lexington-Fayette Urban County Government Office 859-258-3784 Fax 859-252-8689 E-mail sjackson@lfucg.com

RE: NEW INSTALLATION OF SITE 22 GARDEN SPRINGS PARK

Bid # 20-JH-14-014 Contractor #CE19425

Steve:

Please find the attached pricing requested for the above referenced project.

If pricing is acceptable, return a signed copy to my attention via fax at 859-231-7513.

Please feel free to contact me with any questions.

Your business is greatly appreciated.

Sincerely Amteck LLC.

John Hungate Service Manager Special Services Division

Accepted:	Date:
DI N. (A () 110	
Please Note: Amteck LLC	cannot mobilize on this job until a signed copy of this proposal is

faxed or mailed back to the Amteck LLC, office.



Monday, December 09, 2013 Bid # 20-JH-14-014 Contractor #CE19425

The following bid represents information provided by Steve Jackson, Pat Dugger of D.E.E.M. Steve Brewer, Ed Chaney of Parks and Recreations and John Hungate of Amteck LLC. on Tuesday, September 24, 2013.

SCOPE:

Includes:

- Providing (1) ditch witch for trenching from existing Parks & Recreation panel location (up to 100').
- · Providing and installing (1) Class II wooden pole at location discussed during walk through.
- Providing (1) crane boom truck to set array on pole.
- Installing customer supplied control box and battery box on the side of the pole.
- Installing customer supplied siren array on the pole.
- Providing and installing (1) 3/4" PVC conduit from existing panel over to location of the pole.
- Providing and installing (1) 12x12x8 NEMA 3R hinged cover box with den-rail and terminal blocks.
- Providing and installing (16) #14 THHN copper conductors with (1) #14 THHN grounding conductor from control cabinet to i-box terminal blocks.
- Providing and installing 3/4" seal tight from j-box to speaker arrays and wire.
- Providing and installing (1) 3/4" EMT conduit from ground rods to pole for grounding.
- Providing and installing (1) #6 bare copper conductor from ground rods to pole.

Excludes:

- Working before 7AM, after 5PM, weekends, or Holidays
- Providing any cables, wires, or coax cables.
- Providing any antennas or cabling for antenna.
- Any poles or equipment to set poles.
- Repairing or replacing damaged concrete or brick.
- Any rock removal or coring (any rock removal or coring will be an extra cost).
- Any repair to cut or hit gas lines, water lines, electrical lines or sewer lines.
- Anything not specifically called out in the above scope

BASE BID PRICE: \$7,750.00



Monday, December 09, 2013 Bid # 20-JH-14-014 Contractor #CE19425

NOTES:

- Due to fluxuations in fuel, plastics, copper and steel prices, the price listed above will not be guaranteed for more than 20 days after the date listed on this document.
- Additional charges may be included for rock removal or coring.
- Call to verify or get revised pricing after 20 days.

BID ASSUMPTIONS:

It is understood that any deviation from the defined Scope of Work will require a signed change order before implementation of said changes.

Additional charges will be billed at an hourly rate as outlined by our Labor Rates.

Pricing assumes unobstructed work by our technicians.

Any downtime or delays due to customer or other contractors may result in additional charges.

PRICING INCLUDES:

- All taxes.
- Full project management, which includes scheduling, Q/A and a single point of contact for owner on all aspects of project-from scheduling to invoicing.
- Installation of materials to meet the standards defined by the National Electric Code.
- All materials necessary to complete the above scope(s) of work.

TERMS OF PAYMENT:

Upon award, this project will be billed through progress billings.

The first billing will be invoiced upon receipt of award and mobilization (which includes ordering of material).



Tuesday, January 14, 2014

Stephen Jackson

Operations Manager
Division of Environmental and Emergency Management
Lexington-Fayette Urban County Government
115 Cisco Road
Lexington, KY. 40504
Office 859-258-3784
Fax 859-252-8689
E-mail sjackson@lfucg.com

RE: MASTERSON STATION PARK REPLACE EXISTING SIREN WITH NEW STYLE SIREN ARRAY SITE #1 Bid # 20-JH-14-107

Accepted:	Date:
Special Services Division	
John Hungate Service Manager	
Sincerely Amteck LLC.	
Your business is greatly appreciated.	
Please feel free to contact me with any questions.	
If pricing is acceptable, return a signed copy to my att	ention via fax at 859-231-7513.
Please find the attached pricing requested for the abo	ve referenced project.
Steve:	
Bid # 20-JH-14-107 Contractor #CE19425	

mailed back to the Amteck LLC. office.



Tuesday, January 14, 2014 Bid # 20-JH-14-107 Contractor #CE19425

The following bid represents information provided by Steve Jackson of D.E.E.M to John Hungate of Amteck LLC per e-mail on Monday, December 09, 2013.

SCOPE:

- Includes:
- Providing manpower to disconnect and remove the (4) siren enclosures on the pole.
- Providing manpower to re-wire the customer supplied arrays (when the array's where demoed from Richmond they cut the wire short).
- Storing these boxes at Amteck's storage location.
- Providing manpower and equipment to set the new siren array on top of the pole.
- Installing owner supplied enclosures, batteries, drivers and CPU.
- Providing and installing new #14 THWN copper wire and chase to the new siren enclosure from the existing j-box and terminating both ends.
- Providing bucket truck, crane truck, and small materials.

Excludes:

- Working before 7AM, after 5PM, weekends, or Holidays
- Providing any sirens, enclosures, or poles.
- Anything not specifically called out in the above scope

BASE BID PRICE: \$4,500.00

NOTES:

Due to fluxuations in fuel, plastics, copper and steel prices, the price listed above will not be guaranteed for more than 20 days after the date listed on this document.

Call to verify or get revised pricing after 20 days.



Tuesday, January 14, 2014 Bid # 20-JH-14-107 Contractor #CE19425

BID ASSUMPTIONS:

It is understood that any deviation from the defined Scope of Work will require a signed change order before implementation of said changes.

Additional charges will be billed at an hourly rate as outlined by our Labor Rates.

Pricing assumes unobstructed work by our technicians.

Any downtime or delays due to customer or other contractors may result in additional charges.

PRICING INCLUDES:

All taxes.

Full project management, which includes scheduling, Q/A and a single point of contact for owner on all aspects of project-from scheduling to invoicing.

Installation of materials to meet the standards defined by the National Electric Code.

All materials necessary to complete the above scope(s) of work.

TERMS OF PAYMENT:

Upon award, this project will be billed through progress billings.

The first billing will be invoiced upon receipt of award and mobilization (which includes ordering of material).

Net 30 Days

Sondra Stone

From:

John Hungate [JohnHungate@amteck.com]

Sent:

Wednesday, January 29, 2014 9:09 AM

To: Cc: Stephen Jackson Sondra Stone

Subject:

RE: Amteck

Good Morning:

Sondra, sorry for the confusion.

I have lowered our price on the revised proposal to match the existing bid.

Let me know if you need anything else.

Hope you have a great day.

Thank you, John Hungate

AMTECK

John Hungate Project Manager

Special Services Division Phone: (859) 255-9546 Ext.1137

Cell: (859) 621-8392 Fax: (859) 231-7513

----Original Message----

From: Stephen Jackson [mailto:sjackson@lexingtonky.gov]

Sent: Wednesday, January 29, 2014 9:01 AM

To: John Hungate Cc: Sondra Stone Subject: FW: Amteck

John,

Please see the email trail below. Can you provide Sondra something to meet her needs?? Thanks.

Steve

Steve Jackson

Operations Manager

Division of Emergency Management

Lexington-Fayette Urban County Government Office 859-258-3786 Cell

859-621-2969 Fax

859-252-8689 Twitter: LEXKYEM

Facebook: Lexington KY Emergency Management sjackson@lexingtonky.gov

Emergency preparedness is good business and your responsibility

4.2 The term of this contract may be extended for an additional one month upon agreement by both parties. Any agreement to extend the original term of this contract must be executed by both parties in writing, no later than (30) days before the expiration of the original contract term.

5.0 Federal Signal Corporation

- 5.1 The contractor shall be certified by the Federal Signal Corporation as a Federal Warning System maintenance technician.
- 5.2 The contractor will provide proof of prior Federal Signal Corporation outdoor warning siren installation experience.

6.0 Pricing

Location	Price (all inclusive per location)
Woodland Park – 801 East High St	\$ 4,500.00
Kirklevington Park – 396 Redding Rd	\$ 4,500.00
Gainesway Park – 1201 Centre Parkway	\$ 7,750.00
Garden Springs – 2005 Dogwood Dr	\$ 7,750.00
Masterson Station Park - 3051 Leestown Rd	\$ 1,590.00
Total:	\$ 26,090.00