

**INVITATION TO BID**

Bid Invitation Number: #161-2013

Date of Issue: 12/10/2013

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 **12/23/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

Bids are to include all shipping costs to the point of delivery located at: See Specifications

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

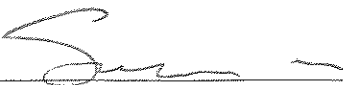
Quantity	Commodity/Service
<b>Price Contract</b>	<b>Fiber Optic Cable Installation &amp; Repair</b>

<b><u>Check One:</u></b> <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>	<b><u>Proposed Delivery:</u></b> <input type="checkbox"/> 1 days after acceptance of bid.
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<b><u>Procurement Card Usage</u></b> <input type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> No
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Submitted by: Arrow Electric Company  
*Firm*  
317 Wabasso Ave  
*Address*  
Louisville, KY 40209  
*City, State & Zip*

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

  
\_\_\_\_\_  
***Signature of Authorized Company Representative – Title***  
Scott A. Saylor  
*Representative's Name (Typed or printed)*  
502-367-0141                      502-367-7907  
*Area Code - Phone – Extension*                      *Fax #*  
scott@arrowelectric.com  
*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, Scott A. Saylor, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Scott A. Saylor and he/she is the individual submitting the bid or is the authorized representative of Arrow Electric Company,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Jefferson

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

by [Signature] on this the 20<sup>th</sup> day of December, 2013.

My Commission expires: 10/29/2017

[Signature]  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes   x              No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #161-2013 Fiber Optic Cable Installation & Repair"**

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

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

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

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

### III. Procurement Contract Bid Conditions

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



## EQUAL OPPORTUNITY AGREEMENT

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### The Law

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

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

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

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

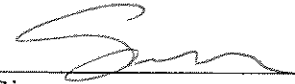
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

### Bidders

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

  
\_\_\_\_\_  
Signature

Arrow Electric Company  
\_\_\_\_\_  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

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

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

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

# Fiber-Optic Cable Installation and Repair

## REQUEST OF BID PROPOSAL: PRICE CONTRACT

The Lexington-Fayette Urban County Government, Department of Public Works, Division of Traffic Engineering, requests proposals of a price contract to consist of all items and activities involved in the installation and repair of fiber optic cable.

### Bidder Requirements:

The successful bidder shall:

- submit copies of all required licenses and certifications with his/her bid.
- be a licensed contractor
- not subcontract any contracted work w/o prior approval from LFUCG Traffic Engineering
- have a person certified to Fusion Splice on site at all times performing fusion splicing work (when such work is needed)
- have a person certified to install fiber-optic cable on site at all times overseeing/performing fiber-optic cable installation work.
- have a Traffic Signal Technician certified at Level II by the International Municipal Signal Association (IMSA) on site at all times overseeing work performed around traffic signal equipment.
- install fiber-optic cable equipment/materials meeting LFUCG Traffic Engineering division specifications.
- have and provide all installation equipment and labor (materials if required) to complete any fiber-optic cable work within thirty (30) days from notice to proceed.
- complete any/all work within thirty (30) days from notice to proceed.
- be able to respond to emergency repairs within two (2) hours including weekends and holidays and have fiber-optic cable back in operation within 12 hours.
- post a performance bond on any contract work being performed equal to fiber project costs.
- acquire R/W permits (7 days in advance) from the Division of Engineering before performing work.
- post a bond and obtain any/all necessary permits before any roadway cuts, trenching, boring drilling, sidewalk work, etc. are performed.
- be responsible for all traffic control.
- provide the Division of Traffic Engineering with a contact number for normal and after hours repairs, in the event this number changes, the division of Traffic Engineering shall be notified within 8-hours.

### Enforcement Codes:

All work shall conform to the:

- National Electrical Code
- National Safety Code
- International Municipal Signal Association (IMSA)
- *Manual on Uniform Traffic Control Devices (MUTCD)*
- Work Zone Traffic Control Codes
- Lexington-Fayette Urban County Government or State Highway Department codes relevant to work being done.

## Fiber-Optic Cable Installation and Repair

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### Payment:

- Payment for work performed shall be after work has been completed, inspected, and has met all specifications listed on plans and enforcement codes.
- Payment for conduit installed shall be on a per foot basis and shall include all the necessary components needed to complete the installation (Example: Condulets, conduit hangers, couplings, stand-offs, etc.)

### Conduits:

- All PVC conduits installed shall be Schedule 80.
- PVC conduits installed under roadway surfaces shall be encased in concrete (exception: Direction by division of Traffic Engineering).
- All conduits entering into junction boxes and/or traffic signal equipment shall be PVC except where conduit extends above surface grade level.
- All Rigid conduits installed shall be Rigid Steel.
- All rigid steel conduits installed by the contractor per this contract shall be bonded to ground.
- All conduits installed above grade shall be rigid steel (including preformed 90's that attach to underground conduit) unless specified otherwise by the Division of Traffic Engineering.
- All conduits installed shall be connected to existing conduits, junction boxes and/or traffic signal equipment, if present.
- Installation of Conduits, on wood poles shall be mounted using standoffs (number of conduits shall be determined by the LFUCG).

The following items shall be considered a part of each bid item and the LFUCG shall not be billed separately for these items:

- Any/All Equipment and manpower needed, to perform work outlined in bid item.
- Electrical materials used/needed by the contractor to complete items bid on when the contractor supplies materials.
- When a bidder submits a price for installation and they are supplying materials, the bid shall include all necessary materials to make the installation meet the codes and requirements listed in this contract.
- Cleaning up of dirt, debris, materials, etc..
- Discarding of materials.
- Locating of utilities.
- Repair costs for damages to private property or utilities caused by the contractor (whether items are listed on the plans or not).
- Restoring of the work site back to its original condition whether the work performed is Emergency Repairs, or New Construction.
- Any/All permits
- Traffic control needed.
- Any repairs due to malfunctions or adjustments caused by contractor carelessness or negligence for thirty (30) days after final approval.

# Fiber-Optic Cable Installation and Repair

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## Technical Assistance:

If requested by the contractor/developer or required due to unsafe conditions, the LFUCG shall provide technical assistance per the following rates:

- Technician Rate: \$40.00/hr
- Use of vehicle and equipment: \$60.00/hr (does not include technician rate)

## The scope of work shall be as follows:

- The contractor shall be available for the repair, replacement or installation of fiber-optic cable equipment/materials at any hour.
- In some instances, the Division of Traffic Engineering will request the contractor to perform such work as (but not limited to), installing wood poles, anchors, replacing fiber-optic cable support spans, installing fiber-optic cable, fusion splicing fiber-optic cable and making fiber-optic cable wiring connections.
- The Division of Traffic Engineering may elect to have the vendor do all of the work or do only part of the work with the Division of Traffic Engineering completing the work.
- The contractor will be required to provide and/or obtain materials (Electrical, anchoring, and line hardware) to install fiber-optic cable and equipment with the exception of traffic signal equipment (See bid item specifications).

The following equipment and/or labor shall be required:

- Laborer
- Foreman
- Electrician
- Certified fiber-optic cable installer/splicer
- Fiber-Optic Cable installation and Fusion Splicing equipment
- Pickup Truck
- One 1&1/2 Ton Bucket Truck
- 1&1/2 Ton Platform Truck
- 1&1/2 Ton Line Truck and Auger
- Concrete Saw (Min 35 HP) with Blades (Kinds of Blades)?
- Air Compressor (Min 125 CFM) with Tools
- Trenching Machine (up to 24")
- Flashing Arrow Board
- Backhoe
- Pipe Pusher
- Boring Machine (2" - 4" hole)

The LFUCG will inspect facilities and equipment before award of bid.

The following list, gives the contractor an idea of some of the materials he/she shall be required to provide and/or obtain (but not limited to).

Other materials that the contractor may be required to provide and/or obtain shall be as outlined within the contract relative to specific bid item numbers:

## Fiber-Optic Cable Installation and Repair

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- Guards, Line Hardware etc. (2-inch Hardware and 2-inch rigid steel conduit shall be used for sidewalk guys).
- 1/4-inch Messenger Cable (Span Wire).
- Reliable (1/4 inch) Strand Vises.
- Materials to install conduits (rigid steel or PVC) into a controller cabinet (strain pole or wood pole mount).
- Concrete, wood and materials needed to install concrete platforms or make concrete repairs.
- Other needed materials not listed (Electrical, Anchoring, and Line Hardware) needed to install Fiber-Optic Cable (except Fiber-Optic Cable).

The Division of Traffic Engineering shall inspect all traffic signal equipment before the contractor proceeds with discarding it.

### Bid item specifications:

Bid activities may have two parts:

- Contractor will supply all materials and labor.
- Contractor will supply just labor and noted materials.

The phrase Fiber-Optic Cable Equipment in the following bid activities may consist of all or part of the following:

- Fiber-Optic Cable Mounting Hardware.
- Fiber-Optic Cable Support Cable.
- 1/4-inch messenger cable.
- 1/4-inch strand vises
- In ground junction box
- Fiber-Optic Cable & Components.
- Inner-duct

### Bid Activities

Contractor should give price quotes for the following items.

01. Provide & install 35-foot, Class 4 wood pole: Includes picking up, transportation and installation at a designated work site. 35-foot Class 4 Wood Pole, must be able to install within 24-hours). Emergency requests for this item: Must be able to install within 4-hours.
02. Provide material & Install Standard Down Guy:
  - Contractor shall provide all materials and equipment (including guy guard) in concrete or soil.
  - Contractor shall use expansion type anchor with an 8-foot anchor rod.
  - 8M Galvanized messenger cable and 5/16-inch strand vises shall be used.

## Fiber-Optic Cable Installation and Repair

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03. Provide material & Install Sidewalk Down Guy:
  - Contractor shall provide all materials and equipment (including guy guard) in concrete or soil.
  - Contractor shall use 2-inch pole plate and end cap.
  - Contractor shall use expansion type anchor with an 8-foot anchor rod.
  - 8M Galvanized messenger cable and 5/16-inch strand vises shall be used.
04. Provide & Install Span Wire (Messenger Cable):
  - Contractor shall provide all materials (including pole line hardware) and equipment.
  - 1/4-inch span wire, Reliable strand vises shall be used.
05. Install Span Wire, LFUCG provides span & vises:
  - Span wire and Strand vises supplied by the LFUCG.
  - Contractor shall supply all other line hardware.
06. Provide & Install 2-inch Rigid Steel Conduit:
  - Contractor shall provide all materials and equipment.
  - Installations shall include vertical, horizontal, in concrete, and/or soil.
07. Install 2-inch Rigid Steel Conduit, LFUCG provides conduit:
  - Conduit supplied by the LFUCG
  - Installations shall include vertical, horizontal, in concrete, and/or soil.
08. Provide & Install 2-inch Rigid Steel Conduit (Brick installation):
  - Contractor shall provide all materials and equipment.
09. Install 2-inch Rigid Steel Conduit (Brick installation), LFUCG provides conduit:
  - Conduit supplied by the LFUCG
10. Provide & Install 2-inch Inner-Duct Conduit by Boring:
  - Contractor shall provide all materials and equipment.
  - Contractor shall connect to existing conduits
11. Install 2-inch Inner-Duct Conduit by Boring, LFUCG provides inner-duct:
  - LFUCG shall provide Inner-Duct
  - Contractor shall connect to existing conduits
12. Provide & Install 2-inch Inner-Duct, Direct Bury:
  - Contractor shall provide all materials and equipment.
  - Contractor shall connect to existing conduits
13. Install 2-inch Inner-Duct, Direct Bury, LFUCG provides inner-duct:
  - LFUCG shall provide 2-inch Inner-Duct.
  - Contractor shall connect to existing conduits



## Fiber-Optic Cable Installation and Repair

14. Provide materials & Install 2-inch PVC Conduit:
- Contractor shall provide all materials and equipment.
  - Installations shall include vertical, horizontal, in concrete, or soil.
15. Provide materials & Install 2-inch PVC Conduit under Roadway in open trench:
- Conduit shall be encased in concrete.
  - Contractor shall provide all materials and equipment.
16. Provide materials & Install 4-inch Rigid Steel Conduit:
- Contractor shall provide all materials and equipment.
  - Installations shall include vertical, horizontal, in concrete, brick or soil.
17. Provide materials & Install 4-inch PVC Conduit:
- Contractor shall provide all materials and equipment.
  - Installations shall include vertical, horizontal, in concrete, brick or soil.
18. Install 4-inch PVC Conduit, LFUCG provides conduit:
- LFUCG shall only provide 4-inch PVC Conduit
  - Installations shall include vertical, horizontal, in concrete, brick or soil.
19. Provide materials & Install 4-inch PVC Conduit by Boring:
- Contractor shall provide all materials and equipment.
  - Contractor shall connect installed conduits to existing conduits
20. Install 4-inch PVC Conduit by Boring, LFUCG provides conduit:
- Materials supplied by the LFUCG.
  - Contractor shall connect installed conduits to existing conduits
21. Provide material & Install Traffic Bearing Junction Box w/Lid:
- Contractor shall provide all materials and equipment.
  - Installations shall include, in concrete, soil or brick.
  - Junction boxes installed shall have a 1-foot dry well of #2 rock installed under the junction box to prevent standing water.
  - Box: Quazite #PG1730BA12 (No Substitutes)
  - Lid: Quazite #PG1730HH0044 (No Substitutes)
22. Install Traffic Bearing Junction Box w/Lid, LFUCG provides junction box w/lid:
- Materials supplied by the LFUCG (Except concrete and materials needed to install concrete).
  - Installations shall include, in concrete, soil or brick.
  - Junction boxes installed shall have a 1-foot dry well of #2 rock installed under the junction box to prevent standing water.
  - Box: Quazite #PG1730BA12 (No Substitutes)
  - Lid: Quazite #PG1730HH0044 (No Substitutes)
23. Install Fiber-Optic Cable:
- Materials supplied by the LFUCG.
  - Installations shall include vertical, Horizontal, in conduit, etc.

## Fiber-Optic Cable Installation and Repair

- Contractor shall witness testing of fiber before taking possession and replace fiber (at his/her cost) if damaged while in his possession.
- Billing shall be on a single cable, per foot basis.
- LFUCG shall terminate/splice fiber-optic cable installed.

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### 24. Install Slack Loop (Aerial and/or Junction Box)

### 25. Fusion Splicing of fiber-optic cable (Aerial or Underground installation):

- Contractor shall provide all materials and equipment needed to perform task to industry standard and LFUCG specifications.
- LFUCG shall provide color codes and splice cases, as needed
- Contractor shall provide documentation showing each splice meets industry standard.
- Each splice shall maintain maximum operable level for 30-days after being put in use.
- Bid quote shall be on a per splice basis.

### 26. Provide materials & Install Fiber-Optic Cable with support structure (Aerial):

- Contractor shall provide all materials/equipment needed to perform task to industry standard and LFUCG Specifications.
- LFUCG shall "ONLY" provide needed fiber-optic cable, identification markers, Sno-Shoes and splice cases
- Identification markers shall be installed at each pole
- Slack loops shall be installed at various points (cost to install slack loops are outlined in other bid items within this contract)  
Length and location of slack loops shall be determined by LFUCG staff.
- Contractor shall witness testing of fiber before taking possession and replace fiber (at his/her cost) if damaged while in his/her possession.
- Bid shall be on a per foot (excluding slack loops/Down Guys) basis
- Costs to install Down Guys at various points are outlined in other bid items within this contract

### Bid item #24 Notes (LFUCG Specifications)

This is for a complete install

Contractor shall provide/install

- All pole line hardware
- ¼-inch galvanized messenger cable
- ¼-inch Strand Vises
- Lashing Wire
- Fiber Spacers - Fiber spacers shall be used at each location where fiber support messenger is attached to wood/steel poles.
- "D" Lashing Clamps
- Jumper Clamp, N/S Electric M EM 0800, - A grounding jumper clamp shall be installed at each wood pole attachment, if the wood pole does not have a ground wire, the contractor shall install a 5/8" x 8' copperweld ground rod and #6 bare ground wire up the pole for ground bonding.
- Down-guy - Contractor shall install an appropriate down-guy where fiber-optic cable dead-ends or turns to go in a different direction (LFUCG staff will determine type of down-guy to be used)

Materials used to install down-guy's are outlined within this bid.

## Fiber-Optic Cable Installation and Repair

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Price Quotes:

Due to heavy volumes of traffic at certain intersections during regular working hours some scheduled work will take place after 6:00 pm.

The following bid quotes are for work done that is NON-EMERGENCY. Non-Emergency is scheduled work conducted by the contractor and/or project agreements between the contractor and the LFUCG.

01. Provide & install 35-foot, Class 4 wood pole	<u>800<sup>00</sup></u>
02. Provide (all materials) & install Down Guy	<u>400<sup>00</sup></u>
03. Provide (all materials) & install Side-Walk Down Guy	<u>400<sup>00</sup></u>
04. Provide all materials and install span wire per ft	<u>4<sup>00</sup></u>
05. Install span wire (LFUCG provides span & vises)	<u>3<sup>00</sup></u> per ft
06. Provide all materials and install 2-inch rigid steel conduit (vertical, horizontal, in soil or concrete)	<u>10<sup>00</sup></u> per ft
07. Install 2-inch rigid steel conduit (vertical, horizontal, in soil or concrete), LFUCG provides conduit	<u>8<sup>00</sup></u> per ft
08. Provide all materials and install 2-inch rigid steel conduit (Brick installation)	<u>14<sup>00</sup></u> per ft
09. Install 2-inch rigid steel conduit (Brick installation), LFUCG provides conduit	<u>11<sup>00</sup></u> per ft
10. Provide material & Install 2-inch Inner-Duct conduit by boring	<u>10<sup>50</sup></u> per ft
11. Install 2-inch Inner-Duct conduit by boring (LFUCG provides Inner-Duct only)	<u>9<sup>50</sup></u> per ft
12. Provide material & Install 2-inch Inner-Duct, Direct Bury	<u>10<sup>00</sup></u> per ft
13. Install 2-inch Inner-Duct, Direct Bury (LFUCG provides Inner-Duct only)	<u>9<sup>00</sup></u> per ft
14. Provide all materials and install 2-inch PVC Conduit (vertical, horizontal, in soil or concrete)	<u>8<sup>50</sup></u> per ft
15. Provide all materials and install 2-inch PVC Conduit Under roadway in open trench	<u>9<sup>00</sup></u> per ft

## Fiber-Optic Cable Installation and Repair

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16. Provide all materials and install 4-inch rigid steel conduit  
(vertical, horizontal, in soil, concrete or brick) 38<sup>00</sup> per ft
17. Provide all materials and install 4-inch PVC conduit  
(vertical, horizontal, in soil, concrete or brick) 15<sup>00</sup> per ft
18. Install 4-inch PVC conduit (LFUCG provides conduit)  
(vertical, horizontal, in soil, concrete or brick) 12<sup>50</sup> per ft
19. Provide all materials and install 4-inch PVC conduit by boring 20<sup>00</sup> per ft
20. Install 4-inch PVC conduit by boring (LFUCG provides conduit) 17<sup>50</sup> per ft
21. Provide and install traffic bearing junction box, per specifications 465<sup>00</sup>
22. Install traffic bearing junction box, per specifications  
(LFUCG provides junction box) 250<sup>00</sup>
23. Install Fiber Optic Cable per specifications  
(LFUCG provides materials) 2<sup>15</sup> per ft
24. Install Fiber Slack Loop (Aerial and/or junction box) 125<sup>00</sup>
25. Provide material/equipment and perform Fusion Splicing of  
fiber optic cable (Aerial and/or Underground), per splice 48<sup>50</sup>
26. Provide material & Install (Complete) Fiber-Optic Cable w/Aerial  
Support Structure (Per Foot, Per Specifications) 4<sup>95</sup> per ft
27. Provide material & Install (Complete) Fiber-Optic Cable  
w/Underground Raceway (Per Foot, Per Specifications) 12<sup>00</sup> per ft

## Fiber-Optic Cable Installation and Repair

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For work needed that does not fall into one of the categories outlined in the contract, please supply hourly wages for services and equipment.

<u>Service/Equipment</u>	<u>Unit Price/Hour</u>
28. Laborer	<u>35<sup>00</sup></u>
29. Foreman	<u>46<sup>00</sup></u>
30. Electrician	<u>42<sup>50</sup></u>
31. Pickup Truck	<u>9<sup>85</sup></u>
32. 1.5 Ton Bucket Truck	<u>27<sup>50</sup></u>
33. 1.5 Ton Platform Truck	<u>22<sup>50</sup></u>
34. 1.5 Ton Line Truck with Auger	<u>27<sup>50</sup></u>
35. Concrete Saw (Min 35 HP with Blades)	<u>8<sup>50</sup></u>
36. Air Compressor (Min 125 CFM with Tools)	<u>8<sup>50</sup></u>
37. Trenching Machine (up to 8")	<u>15<sup>00</sup></u>
38. Flashing Arrow Board	<u>7<sup>50</sup></u>
39. Backhoe	<u>22<sup>00</sup></u>
40. Pipe Pusher	<u>10<sup>00</sup></u>
41. Boring Machine (2" 4" Hole)	<u>22<sup>50</sup></u>

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (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**

BIDDER/CONTRACTOR 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, AND 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**

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

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

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

CONTRACTOR 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

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