



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: May 28, 2025

INVITATION TO BID7635-2025 Electric Actuators

Bid Opening Date: June 11, 2025

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **06/11/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various locations Fayette and Jessamine Counties.

<p style="text-align: center;">Check One:</p> <p><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></p>	<p>Proposed Delivery: 45-60 days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

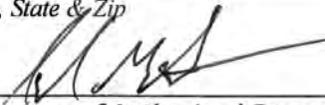
To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Hydro Controls, Inc.
Firm Name

1046 Techne Center Drive
Address

Milfod, OH 45150
City, State & Zip

Bid must be signed:

 - Sales Representative
Signature of Authorized Company Representative - Title

Adam McCarthy
Representative's Name (Typed or printed)

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

amccarthy@hydrocontrols.net
E-Mail Address

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

AFFIDAVIT

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

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

Further, Affiant sayeth naught. _____

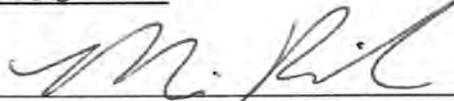
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Adam McCarthy on this the 9 day of June, 2021

Maci Ann Riecken
Notary ID: KYNP85958
Fayette County, Kentucky
Exp: February 26, 2028

My Commission expires: 2-26-2028



NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

Go to www.Green Seal.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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
 - L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
 - M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
 - N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
 - O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
 - P. All material furnished hereunder must be in full compliance with OSHA regulations.
 - Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
 - R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
 - S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
 - T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for **2** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **2-1** year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 3. See bid specifications.
 - C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
 - D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
 - E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
 - F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

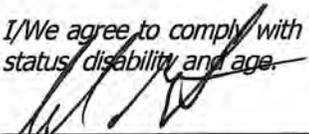
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment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

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

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

Bidders

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



Signature

Hydro Controls, Inc.
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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


Signature

6/10/2025
Date

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1	1														
Professionals		4															
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			2														
Skilled Craft																	
Service/Maintenance																	
Total:		5	3														

Prepared by: Adam McCarthy - Sales Representative Date: 06 / 10 / 2025
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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 a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
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LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 7635-2025

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. We are a supplier of component parts. We are not a registered MWDBE or Veteran subcontractor.				
2.				
3.				
4.				

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

Hydro Controls, Inc.
Company

Adam McCarthy
Company Representative

06/10/2025
Date

Sales Representative
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 7635-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N?A					
2.					
3.					
4.					

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

Hydro Controls, Inc.
Company

Adam McCarthy
Company Representative

06/10/2025
Date

Sales Representative
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Hydro Controls, Inc. **Date:** 6/10/2025
Project Name: 7635-2025 Electric Actuators **Project Number:** 7635-2025
Contact Name: Adam McCarthy **Telephone:** (513) 474-7400
Email: amccarthy@hydrocontrols.net

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. We are supplying a product/components from a specific manufacturer. No subcontractors will be required.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

__Hydro Controls, Inc._____

Company

__06/10/2025_____

Date

__Adam McCarthy_____

Company Representative

__Sales Representative_____

Title

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required

or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

06/10/2025
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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

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.

UNIT PRICE CONTRACT FOR ELECTRIC ACTUATORS

GENERAL

1. The successful Bidder will supply the following, as specified within, **Electric Actuator(s)** on a Unit Price basis. Specified equipment will be for use at the West Hickman Creek Wastewater Treatment Plant and/or the Town Branch Wastewater Treatment Plant, both of which are owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. Equipment deliveries can be made to the following addresses:
 - a. West Hickman WWTP
645 West Hickman Plant Rd.
Nicholasville, KY 40356
 - b. Town Branch WWTP
301 Jimmie Campbell Dr.
Lexington, KY 40504
3. There is no guarantee on the quantity of **Electric Actuator(s)** and/or indicated options or replacement parts to be purchased during this contract.
4. The **Electric Actuators** shall be the **MXb Series** as manufactured by **Limitorque** (Lynchburg, VA) or Owner approved equal.
5. ***This unit price contract shall be in effect for two (2) years from the date of approval. This contract may be extended for two (2) additional one (1) year term(s) based upon the written agreement of the bidder and the LFUCG.***

SUBMITTALS

6. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.
7. Manufacturer's data and specifications for the **Electric Actuators**.

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

TECHNICAL SPECIFICATIONS

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

10. **Local Control Knobs:** Shall use solid-state-Hall-effect devices for local communication and configuration. A padlock-able LOCAL-STOP-REMOTE switch and OPEN-CLOSE switch shall be included for local valve actuator control. The OPEN-CLOSE switch may be configured for maintained or push-to-run (inching) control as well have the option for disabling local controls. Configuration menus shall be easily navigated through 2-dimensional navigation of menu screens.
- | Specification Compliant | |
|-------------------------|----|
| Yes | No |
| X | |

11. **Local Menu Scroll Knob:** On the actuator shall allow for quick access to real time torque graphs and other live diagnostics data during operation. The use of this knob shall not inhibit local or remote operation of the actuator during diagnostics selection.
- | Specification Compliant | |
|-------------------------|----|
| Yes | No |
| X | |

12. **Graphical LCD:** A minimum of 240 x 160-pixel resolution graphical LCD display shall be included to display valve position as a percentage of open, 0-100%, in as low as 0.1% increments. Valve position shall also be displayable in symbolic form showing open, close, mid-travel in symbolic valve form. Position demand and current status as well as torque shall be observable through a percentage display or active scale. Contrast and backlight of the display shall be auto adjusted by light and temperature sensors to control and maintain legible viewing from a distance of at least 6m (20 ft.). **LED Indication** shall be provided for Open, Close, Over-Torque, Fault, and Bluetooth® active indication through at least 5 LEDs.
- | Specification Compliant | |
|-------------------------|----|
| Yes | No |
| X | |

13. **A Phase Correction Circuit:** Shall be included to correct motor rotation faults caused by incorrect site wiring. The phase correction circuit shall also detect the loss of a phase and disable operation to prevent motor damage. The monitor relay shall trip and an error message shall be displayed on the LCD screen when loss of phase occurs and indicate the fault for Remote operation.
- | Specification Compliant | |
|-------------------------|----|
| Yes | No |
| X | |

14. **Discreet Remote Control:** May be configured as 2, 3, or 4 wires for open-stop-close control. Remote control functions may be powered by external 24 VDC, 125 VAC, or the actuator's internal 24 VDC supply or 110VAC supply. The voltage values for signal threshold shall be 19.2V AC/DC and 5.0V AC/DC respectively. The maximum load for 24 VDC is 5W and for 110VAC is 15W. The internal supplies shall be protected against over current and short circuits faults and utilize optical
- | Specification Compliant | |
|-------------------------|----|
| Yes | No |
| X | |

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

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

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

Specification Compliant	
Yes	No
X	

26. The Device Shall be Non-Intrusive:

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

Specification Compliant	
Yes	No
X	

27. Double Sealed Terminal Compartment and Terminal Block:

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

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

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

Specification Compliant	
Yes	No
X	

- Close and Open Overtorque, Motor Overtemp, Valve Jammed, Lost Phase
- Encoder Fault, Knob Fault, Memory Fault, Contactor Fault, Boards Comm Loss
- Encoder Warning, RTC Battery Low, Starts/Hr Exceeded, Vibration Exceeded
- **Deviation Warnings:** Shall be available to alert of potential issues before faults occur by monitoring changes in the unit's operation when compared to a reference value. Deviation levels shall be configurable for LCD display and/or Relay feedback and include:
 - Torque
 - End Position
 - Vibration
- **High Level Warnings:** Shall be available to alert of potential issues before faults occur by monitoring changes in the unit's operation by crossing a configured threshold. High levels shall be configurable for LCD display and/or relay feedback and include:
 - Torque
 - Vibration
 - Motor Temp
 - Starts per hour
 - Drive sleeve turns
 - Starts open and starts close
 - Move-to hunting counts
 - Service time

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

Specification Compliant	
Yes	No
X	

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

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

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

Specification Compliant	
Yes	No
X	

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

CERTIFICATIONS

1. **Non-Hazardous(Weatherproof/Submersion)**

Certifications:

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

Specification Compliant	
Yes	No
X	

2. **Standard Hazardous Global Certifications:**

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

Specification Compliant	
Yes	No
X	

3. **European Directives:**

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

Specification Compliant	
Yes	No
X	

4. **Machinery and LVD; EN 60204 EMC**

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

Specification Compliant	
Yes	No
X	

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

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

Specification Compliant	
Yes	No
X	

6. **Airborne Noise to EN 60204-1**

Specification Compliant	
Yes	No
X	

OPTIONS

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

Installation Startup Services

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

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

3. All hardware is to be stainless steel

Specification Compliant	
Yes	No
X	

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

Specification Compliant	
Yes	No
X	

5. Actuators must come with a new Lexann stem cover

Specification Compliant	
Yes	No
X	

EQUIPMENT
UNIT PRICING

Must be Submitted in lonwave

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

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

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

SPECIAL INSTRUCTIONS TO BIDDER:

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