



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November, 8, 2016

INVITATION TO BID #163-2016 Fire Alarm Monitoring and Maintenance

Bid Opening Date: November 22, 2016

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **11/22/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected. All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY 405XX

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

Performance Bond Required: ___ Yes No

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

Submitted by: American Fire & Security
Firm Name

80 Eury Lane
Address

Somerset, Ky. 42501
City, State & Zip

Bid must be signed:
(original signature)

Tony Miles Operation Mgr.
Signature of Authorized Company Representative – Title

Tony Miles
Representative's Name (Typed or printed)

859-509-2737
Area Code - Phone - Extension Fax #

AmericanFireTM @windstream.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, Tony Miles, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. 

STATE OF Kentucky

COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by Tony Miles on this the 29 day of Nov, 2016.

My Commission expires: 2-1-19


NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes XX No _____

II. Bid Conditions

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

"Bid on #163-2016 Fire Alarm Monitoring and Maintenance"

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

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

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

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central

Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(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 (5)-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. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

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:

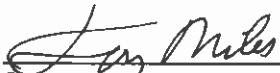
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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



Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

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

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

11-17-16

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
 - b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
 - c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
 - d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
 - e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
 - f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
 - g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.
- 4.2. Additional insurance coverage and amounts required, if any, are stated below.

NONE

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

4.4. Deductibles and Self-Insured Programs

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

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

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 **DEFINITION OF DEFAULT**

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

00272983

Part I – Qualifications

1. Company

- 1.1 The company shall have an office and/or technical staff, permanently located within one (1) hour travel distance. *All Techs live in Jessamine Co
Shipping Office in Jessamine Co*
- 1.2 The company shall have adequate full-time, qualified service personnel in their employment. The company shall submit the names and qualifications of the service personnel with the bid.
- 1.3 Alarm monitoring companies shall submit a copy of their UL and FM certification with the bid
- 1.4 The company shall be set up to receive and dispatch qualified service personnel to emergency calls, twenty-four (24) hours per day, three hundred sixty-five (365) days per year. This procedure must not involve answering machines.
- 1.5 The company shall meet all requirements contained in this specification and will be held responsible for the quality/completeness of all work performed as part of this specification. Submit a list of three (3) fire alarm maintenance projects that are similar in scope to this one (provide name, phone numbers, contact).

2. Service Personnel

- 2.1 Service personnel shall wear clothing that clearly identifies them as employees of the company selected to provide this service.
- 2.2 All company personnel must have and shall display at all times while in LFUCG facilities a valid company picture identification that includes their name.
- 2.3 Service vehicles shall be clearly identified with company name.
- 2.4 Service personnel shall follow all required sign-in/sign-out procedures at various LFUCG facilities where they are required.

3. Testing/Inspection Personnel

- 3.1 The company shall employ testing/inspection personnel (identified in the following as inspection personnel) as full-time fire alarm inspectors, shall be active Kentucky State Certified Fire Alarm Inspectors (bid must include a copy of each technicians Kentucky State Fire Alarm certificate). Inspectors shall be National Institute for Certification in Engineering

Technologies (NICET) certified in the field of Fire Protection Engineering Technology, Level II minimum (bid must include a copy of each technicians NICET certificate).

- 3.2 Inspection personnel shall display Kentucky Certified Inspector license, with certification number, at all times while on the job site.
- 3.3 The Lead Inspector shall be trained and capable to perform the following procedures to all LFUCG fire alarm systems.
 - 3.3.1 Put the system into, perform, and take the system out of Walk Test Mode.
 - 3.3.2 Accurately measure system voltage readings during alarm and trouble conditions and verify their correctness.
 - 3.3.3 Program all LFUCG fire alarm systems.

Part 2 - Services

1. Test and Inspections

- 1.1 Tests and inspections of the fire alarm system shall include, but not be limited to, the following:
 - 1.1.1 NFPA 72 (Current adopted edition): **Inspection, Testing and Maintenance**. Note: The KY Standards of Safety requires quarterly inspections of medical facilities.
- 1.2 The apparent low bidder shall be required to demonstrate that they have the equipment for doing sensitivity testing. They will also be required to demonstrate that their service personnel who will be assigned to perform this work for the LFUCG can perform the sensitivity testing properly and accurately, prior to the LFUCG making recommendation for award of the bid.
- 1.3 The required fire alarm report form referenced in NFPA 72 (current adopted edition), shall be filled out and signed by qualified inspection personnel, as defined in this specification, while on-site.
 - 1.3.1 One original copy shall be mailed to Division of Facilities Management, 1555 Old Frankfort Pike, Lexington, Kentucky 40504.

1.3.2 One copy shall be turned over to the witnessing facility personnel

1.3.3 One copy shall be forwarded to the State Fire Marshal's Office within ten (10) working days of the inspection/test.

1.3.4 One copy must be archived and made available to the LFUCG upon request.

1.4 All equipment and reporting forms needed to perform the required testing and reporting per NFPA 72 shall be provided by the contractor. Record of inspection that documents the above tests, included but not limited to, individual peripheral device locations (for ALL peripheral devices), along with smoke detector sensitivity test results (ratings versus actual) and individual loop test results (normal versus abnormal) must be submitted to the Lexington-Fayette Urban County Government Division of Facilities Management within thirty (30) calendar days of completing the test/inspection.

1.5 One Hundred Percent (100%) tests and inspections shall be performed, utilizing two (2) company qualified personnel, The representatives shall be present during the entire inspection and utilize adequate test equipment - supplied by company.

1.6 **Inspections shall be scheduled and coordinated as needed at least one (1) week in advance with LFUCG Division of Facilities Management.**

1.7 **Testing at Government Center and Police Headquarters must be performed before 8:00 AM.**

1.8 Company shall be capable of making inspection repairs while on-site.

1.9 Company shall provide labor to perform program changes to system control units during the scheduled test and inspection.

1.10 In addition to the above, all tests/inspections shall be completed per the Kentucky Standards of Safety current adopted edition, NFPA 72 current adopted edition, and NFPA 101 Life Safety Code current adopted edition.

2. Emergency Services

2.1 Labor shall be provided to complete the following:

2.1.1 Labor to complete repairs to the entire fire alarm system control units (including but not limited to: multiplex control panels, fire alarm control units and enunciators).

- 2.1.2 Labor to isolate system-wiring troubles.
- 2.1.3 Labor to troubleshoot fire alarm systems.
- 2.1.4 Labor to replace failed peripheral equipment.
- 2.1.5 Labor to maintain all systems in good working order in accordance with the highest standards of workmanship.
- 2.1.6 Labor to assist owner in isolating problems that arise from interconnection of systems, (i.e., Elevator recall, AHU shutdown, etc.).
- 2.2 Company shall provide all mileage and travel necessary for unlimited emergency service calls to the job-site.
- 2.3 Company shall provide emergency repairs within one (1) hour following receipt of call from LFUCG personnel.
- 2.4 Company shall provide emergency 24-hour service, 24-hours per day, 365 days per year.

Part 3 - Services Not Included

- 1. Optional retrofits, exterior painting or refinishing of the equipment and/or surrounding surfaces, repair of damages from any cause other than ordinary use, including acts of nature (except those systems that are warranted against lightning) or vandalism, repair and maintenance of water flow and tamper switches.

Part 4 - Parts/Equipment

- 1. Inventory
 - 1.1 The company shall have in local office inventory an adequate supply of replacement parts and devices to maintain all of the LFUCG fire alarm systems (i.e., compatible smoke detectors, batteries and CPU's, power supplies, zone signal circuits, digital dialers, and annunciator boards).
 - 1.2 The service personnel shall have in their vehicle inventory an adequate supply of replacement parts/equipment.
 - 1.3 The company shall be capable of securing parts in a timely manner to ensure that all LFUCG fire alarm systems are operating and reduce fire watch cost.

- 1.4 All replacement parts and software should be universal and approved by Director, Facilities Management.

Part 5 - Owner Responsibility

1. Access

- 1.1 Owner agrees to provide free access to the equipment to be maintained.
- 1.2 Owner agrees to provide suitable electrical service.
- 1.3 Owner agrees that in the event of an emergency or system failure, reasonable safety precautions will be taken to protect the life and property during the period of time the contractor is first notified of the emergency or failure and until such time as the contractor notifies the owner that the system is operational.

Part 6 - Notes

1. The term of this contract shall be for one (1) year and shall be effective beginning with the Council resolution date, pending acceptance of a bid by the Urban County Council. Both parties may extend this contract for an additional five (5) one-year periods at the same terms and conditions upon written agreement, providing such agreement is executed in writing not less than thirty (30) days before the expiration of the original contract term.
2. LFUCG reserves the right to add or delete facilities to this contract.
3. The contract price may be adjusted at renewal based on increase or decrease of straight-time hourly labor cost for alarm system maintenance in this locale. The Lexington-Fayette Urban County Government may agree to such adjustment or may elect to re-bid the contract at that time.
4. This document constitutes the entire agreement between the Contractor and the Lexington-Fayette Urban County Government. If Contractor has a standard service contract, *he/she* may request that the Urban County Government execute said contract; however, if any term or condition of said contract conflicts with the terms and conditions set forth herein, the terms and conditions established herein shall prevail.



ADDENDUM #2

Bid Number: **#163-2016**

Date: November 21, 2016

Subject: **Fire Alarm Monitoring and Maintenance**

Address inquiries to:
Kristie Thomas
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. Disregard Addendum #1.
2. Bid opening has been moved to November 29, 2016, 2:00pm.
3. Eleven (11) monthly inspections have been decreased to a Bi-Annual inspection. New Fire Alarm bid pricing sheet attached.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: American Fire and Security

ADDRESS: 80 Eury Lane ; somerset , Ky. 42501

SIGNATURE OF BIDDER: [Handwritten Signature]



**Lexington-Fayette Urban County Government
Fire Alarm Systems Billed to Division of Facilities Management**

Price for Fire Alarm Systems						
Facility	Fire Alarm Panel Type	Central Monitoring Station UL & FM Listed for Fire and Security	Service on Demand	Bi-Annual Fire Inspection	Annual 100% Fire Test & Inspection (Per NFPA current edition)	Total Annual Cost
Arts Place	Simplex 4004	X	X	X	X	\$ 652.25
Black & Williams Center**	Silent Knight 5208	X	X	X	X	\$ 652.25
Carnegie Center	Simplex 4002	X	X	X	X	\$ 652.25
Coleman House	Simplex 4004	X	X	X	X	\$ 652.25
Community Action(913)	Simplex 4004	X	X	X	X	\$ 652.25
Day Treatment Center	Notifier AFP-200	X	X	X	X	\$ 652.25
Downtown Art Center	Simplex 4010	X	X	X	X	\$ 652.25
Family Care Center	Simplex 4005	X	X	X	X	\$ 652.25
Fleet Services	Simplex 4010	X	X	X	X	\$ 652.25
Fire Station 1 Garage	Simplex 4004	X	X	X	X	\$ 652.25
Government Center	Simplex 4100	X	X	X	X	\$ 652.25
Hope Center	Simplex 4005	X	X	X	X	\$ 652.25
KY Theater	Simplex 4002	X	X	X	X	\$ 652.25
Operational Adjustment Center	Simplex 4004	X	X	X	X	\$ 652.25
Phoenix Building	Simplex 4100	X	X	X	X	\$ 652.25
Police Headquarters	Simplex 4005	X	X	X	X	\$ 652.25
Police Roll Call West (OFF)	Silent Knight 5207	X	X	X	X	\$ 652.25
Police Roll Call East (Gainesway)**	Simplex 4004	X	X	X	X	\$ 652.25
Police Roll Call Central (Goodwin)**	Simplex 4004	X	X	X	X	\$ 652.25
Police Safety City	Simplex 4001	X	X	X	X	\$ 652.25
Sanitary Sewers	Simplex 4005	X	X	X	X	\$ 652.25
Senior Citizens Center**	Simplex 4004	X	X	X	X	\$ 652.25
Solid Waste (675 Byrd Thurman)	Sensiscan 1000	X	X	X	X	\$ 652.25
Switow Bldg	Silent Knight 5207	X	X	X	X	\$ 652.25
Versailles Rd Campus	Siemens FS-250	X	X	X	X	\$ 652.25
Youth Services	Simplex 4005	X	X	X	X	\$ 652.25

**Locations that also have Security Alarms

FACILITIES MANAGEMENT

Total Annual Rate for Monitoring, Inspections, and Fire Tests:

\$ 16,958.50 YR

**Lexington-Fayette Urban County Government
Fire Alarm Systems Billed to Division of Parks & Recreation**

Price for Fire Alarm Systems						
Facility	Fire Alarm Panel Type	Central Monitoring Station UL & FM Listed for Fire and Security	Service on Demand	Bi-Annual Fire Inspection	Annual 100% Fire Test & Inspection (Per NFPA current edition)	Total Annual Cost
Bell House	Simplex 4010	X	X	X	X	\$ 652.25
Carver Center**	EST Quickstart	X	X	X	X	\$ 652.25
Castlewood Community Center	GE Fire Shield	X	X	X	X	\$ 652.25
Castlewood - Lex Arts League	AFP - 200	X	X	X	X	\$ 652.25
Dunbar Community Center	Silent Knight 5204	X	X	X	X	\$ 652.25
Kearney Hill Golf Course	Simplex 4004	X	X	X	X	\$ 652.25
Kenwick Community Center	EST Quickstart	X	X	X	X	\$ 652.25
Lakeside Golf Course	Firelite MS-5012	X	X	X	X	\$ 652.25
Masterson Station Indoor Arena	Simplex 4004	X	X	X	X	\$ 652.25
Picadome	Notifier AFP 200	X	X	X	X	\$ 652.25
Raven Run Nature Center	GE Fire Shield FSP1004	X	X	X	X	\$ 652.25
Tates Creek Center	Simplex 4005	X	X	X	X	\$ 652.25

**Locations that also have Security Alarms

PARKS & RECREATION

Total Annual Rate for Monitoring, Inspections, and Fire Tests:

\$ 7827.00 /YR

Hourly Rates for Service on Demand

Hardwired non-software based equipment:

\$ 142.50 /Hr

After hours/weekends/holidays:

\$ 142.50 /Hr

Software based equipment:

\$ 142.50 /Hr

After hours/weekends/holidays:

\$ 142.50 /Hr

**Lexington-Fayette Urban County Government
Security Alarm Systems**

BILLED TO DIVISION OF FACILITIES MANAGEMENT

Price for Security Alarm Monitoring		
Facility	Central Monitoring Station UL & FM Listed for Fire and Security	Total Annual Cost
Black & Williams	X	\$ 289.00
Charles Young Center	X	\$ 289.00
Fleet Services	X	\$ 289.00
Lyric Theatre	X	\$ 289.00
Police Roll Call Central	X	\$ 289.00
Police Roll Call East	X	\$ 289.00
Senior Citizens Center	X	\$ 289.00

Facilities Management

Total Annual Rate for Monitoring Security Alarms

\$ 2,023.00 NR

BILLED TO DIVISION OF PARKS & RECREATION

Price for Security Alarm Monitoring		
Facility	Central Monitoring Station UL & FM Listed for Fire and Security	Total Annual Cost
Bell House	X	\$ 289.00
Carver Center	X	\$ 289.00
Castewood Comm Ctr - Tubby's CH	X	\$ 289.00
Dunbar Community Center	X	\$ 289.00
Gainesway Community Center	X	\$ 289.00
Kearney Hills GC Clubhouse	X	\$ 289.00
Kenwick Community Center	X	\$ 289.00
Lakeside GC Cart Barn	X	\$ 289.00
Lakeside GC Clubhouse	X	\$ 289.00
McConnell Springs Nature Center	X	\$ 289.00
Masterson Station Base	X	\$ 289.00
Meadowbrook GC Pro Shop	X	\$ 289.00
North Base	X	\$ 289.00
Picadome Admin Office Building	X	\$ 289.00
Picadome GC Cart Barn	X	\$ 289.00
Picadome GC Pro Shop	X	\$ 289.00
Picadome Turf Maintenance Bldg	X	\$ 289.00
South Base	X	\$ 289.00
Tates Creek GC Pro Shop	X	\$ 289.00

Parks & Recreation

Total Annual Rate for Monitoring Security Alarms

\$ 5491.00 NR



Applicant ID No: 872220-001
 Service Center No: 0
 Expires: 31-MAR-2017

CERTIFICATE OF COMPLIANCE

THIS IS TO CERTIFY that the Alarm Service Company indicated below is included by Underwriters Laboratories Inc. (UL) in its Product Directories as eligible to use the UL Listing Mark in connection with Certificated Alarm Systems. The only evidence of compliance with UL's requirements is the issuance of a UL Certificate for the Alarm System and the Certificate is current under UL's Certificate Verification Service. This Certificate does not apply in any way to the communication channel between the protected property and any facility that monitors signals from the protected property unless the use of a UL listed or Classified Alarm Transport Company is specified on the Certificate.

Listed Service From: TROY, MI

Alarm Service Company: (872220-001)

VIGILANTE SECURITY INC, DBA COMMAND
 ALARM MONITORING,
 DBA MICHIGAN MONITORING
 2681 INDUSTRIAL ROW DR
 TROY MI 48084-7038

Service Center: (872220-001)

VIGILANTE SECURITY INC, DBA COMMAND
 ALARM MONITORING,
 DBA MICHIGAN MONITORING
 2681 INDUSTRIAL ROW DR
 TROY MI 48084-7038

The Alarm Service Company is Listed in the following Certificate Service Categories:

<u>File - Vol No.</u>	<u>CCN</u>	<u>Listing Category</u>
BP8594-1 S5370-1	CVSG UUFX	[Burglar Alarm Systems] Mercantile [Signal and Fire Alarm Equipment and Services] (Protective Signaling Services) Central Station

THIS CERTIFICATE EXPIRES ON 31-MAR-2017

"LOOK FOR THE UL ALARM SYSTEM CERTIFICATE"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 21790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C No. Ext) 502-244-1143 FAX (A/C No) 502-244-1411 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED American Fire & Security LLC 80 Bury Lane Somerset, KY 42501	INSURER A: First Mercury Insurance Company 10657	
	INSURER B: Bridgefield Casualty Insurance Company 10335	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SECGL000005042102	01/01/2016	01/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/CP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SO-SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMMERCIAL SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COB <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		19625013	01/21/2016	01/21/2017	<input checked="" type="checkbox"/> WC STATU-TOGETHER LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$500,000 EL DISEASE - EA EMPLOYEE \$500,000 EL DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.



NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Providing Certification Programs Since 1961

BE IT KNOWN THAT

Anthony J. Miles

**IS HEREBY AWARDED CERTIFICATION AT
LEVEL II**

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS**

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through July 1, 2017


CERTIFICATION NUMBER 98818

Asa...

CHAIRMAN OF THE NICET BOARD OF GOVERNORS
A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

KENTUCKY DEPT.
OF
HOUSING,
BUILDINGS, &
CONSTRUCTION

EXPIRATION DATE - 12/31/2016



STATE LICENSE OR CERTIFICATION

ANTHONY J MILES
FAR-0398
Fire Alarm Inspector

Not a State Employee

KENTUCKY DEPT.
OF
HOUSING,
BUILDINGS, &
CONSTRUCTION

EXPIRATION DATE - 12/31/2016



STATE LICENSE OR CERTIFICATION

ANTHONY J MILES
SSR-0576
Sprinkler Inspector

Not a State Employee

DEPARTMENT OF HOUSING
BUILDINGS & CONSTRUCTION

EXPIRATION DATE - 07/31/2017



KENNETH W HOOD

029-0027

PAID 1000

KENTUCKY EPS CERTIFICATION