



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jin Gray
Mayor

William O'Mara
Acting Commissioner

ADDENDUM #1

Bid Number: 14-2013

Date: March 1, 2013

Subject: HVACR Maintenance and Repair for Community Corrections

Please address inquiries to:
Sondra Stone, Buyer
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS:

- 1) Page 1 specifications, Equipment Listing, No. 2 should read "37 ea" in lieu of "120 ea."
- 2) See attached list for belts and filters and pumps and motors.
- 3) Pre-bid conference sign-in sheet is attached.

Todd Slatin, Acting 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: TP Mechanical Contractors

ADDRESS: 133 Venture Court, Suite 150 Lexington, KY, 40511

SIGNATURE OF BIDDER: [Handwritten Signature]

INVITATION TO BID

Bid Invitation Number: 14-2013

Date of Issue: 02/20/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **03/13/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, 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 have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 600 Old Frankfort Ct, Lexington, KY

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

Quantity	Commodity/Service
PCT	HVACR Maintenance and Repair for Community Corrections
	See specs

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

Submitted by: TP Mechanical Contractors
Firm
 133 Venture Court, Suite 150
Address
 Lexington, KY 40511
 Lexington, KY 40511
City, State & Zip

Signature of Authorized Company Representative – Title
 Greg Robinson
Representative's Name (Typed or printed)
 859.685.2198 859.317.9685
Area Code - Phone -- Extension *Fax #*
 greg.robinson@tpmechanical.com
E-Mail Address

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

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

1. His/her name is Greg Robinson and he/she is the individual submitting the bid or is the authorized representative of TP Mechanical Contractors

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.

Trace Davis
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Greg Robinson on this the 13th day of May, 2013.

My Commission expires: 3/19/2013

Trace Davis
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 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 #14-2013 HVACR Maintenance and Repair for Community Corrections”

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 N/A 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 subcontracting 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 5 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional ~~3-1~~ year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 5 years of the Procurement Contract. After 5 years, 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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 LFUCC 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

March 13, 2013

Date

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

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

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

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

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

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

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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



TP Mechanical Contractors

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Please see attached sheet

Date: 3 / 13 / 13

Categories	Total		White		Latino		Black		Other		Total
	M	F	M	F	M	F	M	F	M	F	
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

co= A213311
 u= A213311

EQUAL EMPLOYMENT OPPORTUNITY
 2012 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. TP MECHANICAL CONTRACTORS, INC.
 1500 KEMPER MEADOW DR
 CINCINNATI, OH 45240

2.a. TP MECHANICAL CONTRACTORS, INC.
 1500 KEMPER MEADOW DR
 CINCINNATI, OH 45240

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-N DUNS NO.:786413302

c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
			***** MALE *****						***** FEMALE *****							
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
FIRST/MID OFFICIALS & MGRS	0	0	17	0	0	1	0	0	7	0	0	0	0	0	0	25
PROFESSIONALS	0	0	23	0	0	0	0	0	3	0	0	0	0	0	0	26
TECHNICIANS	1	0	16	0	0	0	0	0	1	0	0	0	0	0	0	18
SALES WORKERS	0	0	4	0	0	0	0	0	3	0	0	0	0	0	0	7
ADMINISTRATIVE SUPPORT	0	0	4	0	0	0	0	0	14	1	0	0	0	0	0	19
CRAFT WORKERS	5	0	199	6	0	2	2	0	1	0	0	0	0	0	0	215
OPERATIVES	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
LABORERS & HELPERS	1	0	15	3	0	0	0	0	0	0	0	0	0	0	0	19
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7	0	284	9	0	3	2	0	29	1	0	0	0	0	0	335
PREVIOUS REPORT TOTAL	7	0	306	6	0	2	4	0	21	2	0	0	0	0	0	348

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/12/2012 THRU 08/18/2012

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: ELIZABETH WHITE
 EEO-1 REPORT CONTACT PERSON: ELIZABETH WHITE
 EMAIL: elizabeth.white@tpmechanical.com

TITLE: HUMAN RESOURCES
 TITLE: HUMAN RESOURCES
 TELEPHONE NO: 5138518881

CERTIFIED DATE[EST]: 08/24/2012 01:46 PM

co= A213311
u= A213311

EQUAL EMPLOYMENT OPPORTUNITY
2012 EMPLOYER INFORMATION REPORT
HEADQUARTERS REPORT - TYPE 3

SECTION B - COMPANY IDENTIFICATION

1. TP MECHANICAL CONTRACTORS, INC.
1500 KEMPER MEADOW DR
CINCINNATI, OH 45240

2.a. TP MECHANICAL CONTRACTORS, INC.
1500 KEMPER MEADOW DR
CINCINNATI, OH 45240

HAMILTON COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-N DUNS NO.:786413302

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 238990 All Other Specialty Trade Contractors

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
FIRST/MID OFFICIALS & MGRS	0	0	10	0	0	1	0	0	5	0	0	0	0	0	0	16
PROFESSIONALS	0	0	8	0	0	0	0	0	1	0	0	0	0	0	0	9
TECHNICIANS	0	0	11	0	0	0	0	0	1	0	0	0	0	0	0	12
SALES WORKERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
ADMINISTRATIVE SUPPORT	0	0	3	0	0	0	0	0	7	0	0	0	0	0	0	10
CRAFT WORKERS	0	0	65	0	0	0	0	0	1	0	0	0	0	0	0	66
OPERATIVES	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
LABORERS & HELPERS	0	0	8	2	0	0	0	0	0	0	0	0	0	0	0	10
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	110	2	0	1	0	0	15	0	0	0	0	0	0	128
PREVIOUS REPORT TOTAL	1	0	133	2	0	1	1	0	13	1	0	0	0	0	0	152

SECTION F - REMARKS

CO= A213311
 U= EA73888

EQUAL EMPLOYMENT OPPORTUNITY
 2012 EMPLOYER INFORMATION REPORT
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. TP MECHANICAL CONTRACTORS, INC.
 1500 KEMPER MEADOW DR
 CINCINNATI, OH 45240

2.a. TP MECHANICAL CONTRACTORS
 2130 FRANKLIN ROAD
 COLUMBUS, OH 43209

FRANKLIN COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-N DUNS NO.:786413302

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 238990 All Other Specialty Trade Contractors

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****						***** FEMALE *****								
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	0	0	4	0	0	0	0	0	1	0	0	0	0	0	0	0	5
PROFESSIONALS	0	0	13	0	0	0	0	0	2	0	0	0	0	0	0	0	15
TECHNICIANS	1	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	6
SALES WORKERS	0	0	3	0	0	0	0	0	2	0	0	0	0	0	0	0	5
ADMINISTRATIVE SUPPORT	0	0	1	0	0	0	0	0	6	1	0	0	0	0	0	0	8
CRAFT WORKERS	5	0	118	6	0	2	2	0	0	0	0	0	0	0	0	0	133
OPERATIVES	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
LABORERS & HELPERS	1	0	6	1	0	0	0	0	0	0	0	0	0	0	0	0	8
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7	0	152	7	0	2	2	0	11	1	0	0	0	0	0	0	182
PREVIOUS REPORT TOTAL	6	0	145	4	0	1	3	0	6	1	0	0	0	0	0	0	166

SECTION F - REMARKS

CO= A213311
 U= EA73953

EQUAL EMPLOYMENT OPPORTUNITY
 2012 EMPLOYER INFORMATION REPORT
 REPORT - TYPE 8

SECTION B - COMPANY IDENTIFICATION

1. TP MECHANICAL CONTRACTORS, INC.
 1500 KEMPER MEADOW DR
 CINCINNATI, OH 45240

2.a. TP MECHANICAL CONTRACTORS
 133 VENTURE COURT, SUITE 150
 LEXINGTON, KY 40511

FAYETTE COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-N DUNS NO.:786413302

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 238990 All Other Specialty Trade Contractors

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	7	0	0	0	0	0	2	0	0	0	0	0	0	9
PREVIOUS REPORT TOTAL	0	0	8	0	0	0	0	0	1	0	0	0	0	0	0	9

SECTION F - REMARKS

co= A213311
 u= ES79831

EQUAL EMPLOYMENT OPPORTUNITY
 2012 EMPLOYER INFORMATION REPORT
 REPORT - TYPE 8

SECTION B - COMPANY IDENTIFICATION

1. TP MECHANICAL CONTRACTORS, INC.
 1500 KEMPER MEADOW DR
 CINCINNATI, OH 45240

2.a. TP MECHANICAL CONTRACTORS
 1902 CAMPUS PLACE SUITE 5
 LOUISVILLE, KY 40299

JEFFERSON COUNTY
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-N DUNS NO.:786413302

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 238990 All Other Specialty Trade Contractors

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
CRAFT WORKERS	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	1
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
LABORERS & HELPERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	0	0	15	0	0	0	0	0	1	0	0	0	0	0	0	16
PREVIOUS REPORT TOTAL	0	0	20	0	0	0	0	0	1	0	0	0	0	0	0	21

SECTION F - REMARKS

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

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

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

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

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

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

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

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

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

PART 4 - OBLIGATION OF BIDDER

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

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region

3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings

Marilyn Clark
mclark@lexingtonky.gov
859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development
tyra@commercelexington.com
859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
sbrown@tsmsdc.com
502-625-0137

Small Business Development Council

Dee Dec Harbut / UK SBDC
dharbut@uky.edu

Shawn Rogers, UK SBDC
Shawn.rogers@uky.edu

Shiree Mack
smack@uky.edu

Community Ventures Corporation

James Coles
jcoles@cvcky.org
859-231-0054

Kentucky Department of Transportation

Shella Jarvis
Shella.Jarvis@ky.gov
502-564-3601

KPAP

Debbie McKnight
Debbie.McKnight@ky.gov
800-838-3266 or 502-564-4252

Bobbie Carlton
Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon
rwaldon@gcul.org
513-487-6534

Kentucky Small Business Connect

Tom Back
800-626-2250 or 502-564-2064
<https://secure.kentucky.gov//sbc>

National Minority Supplier Development Council, Inc.
(NMSDC)

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 14-2013

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. America's Finest Filters	Filters & Filter Change Service	\$16,751.40	11% - Option B of Bid Package
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE 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.

TP Mechanical Contractors

Company
3/13/13

Date

Greg Robinson

By

General Manager- KY Service Group

Title



AMERICA'S FINEST FILTERS, INC.
A Complete Source For Filtration

Daniel Hockersmith
 Sales Representative
 2910 West Jefferson St
 Louisville, KY 40212
 Office: 502-778-1983
 Fax: 502-778-1984
 DHockersmith@americasfinestfilters.com

Established June, 2000

COMPANY INFORMATION

S-Corp
 EIN #61-1370217
 DUNS# 84165284
 Certified MBE/DBE/HUB ZONE
 GSA Contract #GS07F0057W

INSURANCE CARRIER

Motorist Mutual / Boling Insurance
 7600 East Orchard Grass Blvd.
 Crestwood, KY 40014
 Ed Boling (502-241-9500)

BANKING INFORMATION

Republic Bank
 600 West Market Street
 Louisville, KY 40202
 Chip Hancock (502-561-7129)

AFF Inc. has over 12 years Experience as a supplier of Filtration Products, HVAC equipment and Industrial supplies. We provide Supply & filtration management solutions for Hospitals, Schools, Office Buildings, Museums, Energy Companies, Sewage Plants, Paint & Body Shops, Industrial Facilities and Residential Customers. We also specialize in Filter Service, saving our Customer's On Freight, Labor, Energy Cost, Storage Space and Disposal Fee's! Our goal is to assure that our customers receive cost-effective benefits!

AWARDS

KMBC Minority Supplier of the Year 2003 – 2004 – 2006
 NMSDC National Minority Supplier of the Year 2004
 GLI Incredible Inc Award Winner of Year 2007
 GLI Emerging Business Awards Year 2009
 Metro High Impact Award – Year 2009
 Business First - Fast Fifty Award - 2009
 National Inner City 100 Award 2011

CORPORATE CONTRACTS

DOW CORNING
 General Mills National Agreement 2012
 GE (Nationwide)
 Cummins, Inc.
 Churchill Downs
 E. ON – KY Utilities Ghent, KY
 LG&E – Louisville Gas & Electric
 MSD – Metropolitan Sewer District
 Federal Government / Military Bases / VA Hospitals
 Commonwealth of KY. Dept. Of Transportation – Facilities Management



Member of National Air Filtration Association



U.S. Small Business Administration

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Date:06/28/2011

Michael White, Owner
America's Finest Filers, Inc.
2910 W. Jefferson Street
Louisville, Kentucky 40212

Dear Mr. Michael White:

I am pleased to advise you that your firm has successfully completed a full document review of all HUBZone eligibility criteria as a result of the HUBZone Program Office Legacy Portfolio Review effort of 2011. Our determination is that your concern's status as a "qualified HUBZone small business concern (SBC)" will continue. In addition, since your firm was also up for recertification this year, the firm's recertification requirements are also satisfied. Therefore, your concern continues to be eligible to receive HUBZone contracting opportunities, and continues to be included in the listing of qualified HUBZone small business concerns found on the Internet at <http://www.sba.gov/hubzone>.

This HUBZone Certification will remain in effect at least until the results of the 2010 census are publicly released, around mid-2011. This is provided that your concern remains in compliance with the program's other continuing eligibility requirements.

When you originally applied for HUBZone Program certification, your concern had to be registered in the Central Contractor Registration/Procurement Marketing and Access Network (CCR/SBA Supplemental Page) systems. For your concern to receive benefit from the HUBZone Program, that is, to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts, it is essential that you continue to update your CCR/SBA Supplemental Page records at least annually, and more frequently if there have been material changes in your concern. If you need assistance in updating your CCR/SBA Supplemental Page records, please contact the CCR Assistance Center at 866.606.8220, or the SBA Supplemental Page Help Desk at PRONET@SBA.GOV.

Although your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's Small Dynamic Business Profile (SDBS) and the Central Contractor Registry (CCR) Profiles, this does not prevent your concern from being awarded contracts under other NAICS Codes, as long as the concern is qualified to and eligible as a small business. In this regard, please note that you are responsible for researching and identifying potential contracts that may be available through the HUBZone Program. However, the SBA can assist you in this effort through our Government Contracting web-site which you can access at <http://www.sba.gov>. This site provides a wide array of valuable Federal contract marketing material, including identification of specific contracting opportunities and points of contact at SBA and Federal acquisition agencies. I encourage you to make full use of the very valuable information on this web-site. Also, although your status as a certified HUBZone concern greatly improves your access to Federal contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be the key to your success in this program.

Lastly, I'd like to encourage you to visit the counseling and online training available at <http://www.sba.gov/>. Many of the online resources will provide you with a thorough understanding of government contracting and working with government agencies.

Sincerely,

A handwritten signature in black ink, appearing to read "Grande Lum".

Grande Lum
Director
Office of HUBZone Program

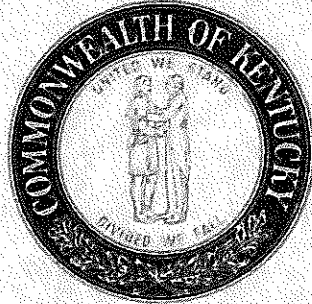
HUBZone Certification Number:
29467

REFERENCE: RCF-6C

Office of the HUBZone Program, U.S. Small Business Administration, 499 Third Street, SW, Washington, DC 20416

https://eweb1sp.sba.gov/hubzone/internet/common/view_firm_letter.cfm?IMSeqNmb=294... 6/29/2011

STEVEN L. BESHEAR
GOVERNOR



LORI H. FLANERY
SECRETARY
FINANCE AND ADMINISTRATION CABINET

M W B E **MINORITY & WOMEN
BUSINESS ENTERPRISE**

This certificate acknowledges that

America's Finest Filters, Inc.

has been certified as a Minority Business Enterprise
by the Commonwealth of Kentucky.



A handwritten signature in black ink, appearing to read "Steven L. Beshear".

STEVEN L. BESHEAR
GOVERNOR

Expiration: October 30, 2014

**Tri-State Minority Supplier
Development Council**



TRI-STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

America's Finest Filters, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Tri-State Minority Supplier Development Council

****NAICS Code(s): 423730 ; 333411**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

09/17/2012

Issued Date

10/13/2013

Expiration Date

KY1155

Certificate Number

Ty Gettis, President,

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 14-2013

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

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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.

TP Mechanical Contractors 3/13/31 **Date**
Company
 Greg Robinson General Manager - KY Service Group
Company Representative Greg Robinson **Title**



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 14-2013

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

Company Name TP Mechanical Contractors	Contact Person Greg Robinson
Address/Phone/Email 133 Venture Ct, Suite 150, Lexington, KY 40511 859.685.2198 / greg.robinson@tpmechanical.com	Bid Package / Bid Date 3/6/13

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
America's Finest Filters 2810 W. Jeffersonville St, Louisville KY	Denial Hookersmith	502.778.1983	3/1/13	filter change	phone/email	\$16,751.40	MWBE

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

TP Mechanical Contractors
 Company
 3/13/13
 Date

Greg Robinson
 Company Representative
 General Manager - KY Service Group
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 14-2013
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #		Work Period/ From:	To:
Company Name:		Address:	
Federal Tax ID:		Contact Person:	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company Representative

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 14-2013

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
 - Sponsored Economic Inclusion event to provide networking opportunities
 - Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
 - Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
 - Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
 - Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
 - Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
 - Other
- Please list any other methods utilized that aren't covered above.
Pulled the Certified MBE/WBE list from the mwbe.ky.gov website (see attached list)
- _____

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

TP Mechanical Contractors _____
Company

Greg Robinson _____
Company Representative

3/13/13 _____
Date

General Manager - KY Service Group _____

Greg Robinson

From: Greg Robinson [greg.robinson@tpmechanical.com]
Sent: Thursday, February 28, 2013 9:13 AM
To: 'Marilyn Clark'
Subject: RE: MWBE Lists

Marilyn,

I would need contacts for Air filter Company, HVAC Control Company, and possibly someone that we could buy parts from for the equipment that is under contract. Example of parts would be pumps, motors, belts, contacts, etc.

Thank you,

Greg Robinson
General Manager
Ky Service Group
TP MECHANICAL
Office: 859-685-2198
Cell: 859-443-1142
greg.robinson@tpmechanical.com

From: Marilyn Clark [<mailto:mclark@lexingtonky.gov>]
Sent: Wednesday, February 27, 2013 5:02 PM
To: greg.robinson@tpmechanical.com
Subject: MWBE Lists

Hi Greg,

I pulled two lists that you requested—HVAC installation and supplies and HVAC filters. Please send me the list you need and I will finish the process.

Thanks,
Marilyn Clark, CCDP
Minority Business Enterprise Liaison
LFUCG Division of Central Purchasing
200 East Main Street, Room 341
Lexington, KY 40507
859-258-3323
www.lexingtonky.gov/MWBE

Tracie Davis

From: Tracie Davis
Sent: Friday, March 01, 2013 3:57 PM
To: 'Daniel Hockersmith'
Subject: Filter change quote
Attachments: Addendum #1 14-2013 LEX Jail PM.pdf

Hello Daniel,

Attached is the bid I spoke to you about this week. We are looking at the Lexington Detention center HVAC Maintenance. We would need you as a sub for a MONTHLY filter change at the facility. Filter information is attached. Please let me know if you would need to schedule a site visit or need additional information. This bid goes out on 3/13/13 and we would like your quote 1 – 2 days prior.

If you could please provide a quote and we would also need to reference your MBE certificate in our bid package.

Thanks and I look forward to hearing from you,

Tracie Davis
Operations Coordinator - Kentucky Service Group
TP Mechanical
859.685.2198 Main
859.705.3305 Mobile
859.317.9685 Fax
1.800.829.1989 24-Hour Emergency
tdavis@tpmechanical.com

Commonwealth of Kentucky Minority and Women Business Enterprise Certification Program
Certified Listing as of February 14, 2013

Name	Expiration	Type (*)	Product or Service	City	State	Phone #	E-Mail
AU Associates, Inc.	1/30/2016	WBE	Residential & commercial real estate development & consulting	Lexington	KY	859-233-2009	holly@auassociates.com
AU Construction, LLC	8/30/2015	WBE	Residential & commercial construction & construction management	Lexington	KY	859-233-2009	holly@auassociates.com
Advanced Electrical Systems, Inc.	12/30/2015	WBE	Electrical contracting, industrial building, construction, commercial & institutional building construction	Louisville	KY	502-962-1102	evelyn@aeslou.com
Alliance Comfort Systems, Inc.	1/30/2016	WBE	HVAC, refrigeration, plumbing & electrical	Louisville	KY	502-384-8500	michelle.goldsmith@alliancecomfortsys.com
American Material Services LLC dba American Ready Mix	8/30/2014	MBE	Supplier of ready mix concrete; concrete coatings & finishes, paving	Louisville	KY	502-447-5720	joelee@americanreadymix.biz
America's Finest Filters, Inc.	10/30/2014	MBE	HVAC, liquid, gas and air filtration, service & sales, HVAC equipment sales	Louisville	KY	502-778-1983	mwhite@americasfinestfilters.com
Asset Management Strategies, LLC	6/30/2014	WBE	Investment, insurance and retirement planning (business, nonprofit & individual)	Union	KY	859-384-8986	dferland@woodstockfg.com
BTI Contracting	12/30/2015	WBE	Asphalt sealcoating, asphalt & concrete stripping, excavating & trucking	Catlettsburg	KY	606-739-0049	deanfarm@aol.com
Beltower Advertising, Inc.	4/30/2014	WBE	Advertising agency	Bellevue	KY	859-491-2133	amy@beltoweradvertising.com
Bondtech Corporation	6/30/2014	MWBE	Manufacturer of autoclaves, autoclave doors & bags & containers	Somerset	KY	606-677-2616	elsabrown@earthlink.net
Burns Janitor Service Inc.	8/30/2014	MBE	Building service contractor & janitorial (industrial & commercial)	Louisville	KY	502-585-4548	tommieb@burnsjanitor.com
Certified Flux Solutions, LLC	8/30/2015	WBE	Processing raw materials into a blended flux sold to secondary aluminum processors	Morgantown	KY	270-526-8600	lschemwell@certifiedflux.com
Collins Cleaning & Punchout	4/30/2014	WBE	Rental turns, commercial, residential & construction cleaning	Cynthiana	KY	859-235-0731	pat@collinscleaning.org
Colonel Walker Flag Company	4/30/2014	WBE	Flags, banners, flagpoles & accessories	Louisville	KY	502-366-6516	walkerflags@insightbb.com
Connections Advertising & Marketing	8/30/2014	WBE	Advertising agency	Lexington	KY	859-903-1010	debby@connectionsadv.com
Cornerstone Engineering, Inc.	8/30/2014	MBE	Structural & civil engineering consulting services	Louisville	KY	502-493-2717	chella@cei-engineering.com
Correct Rx Pharmacy Services, Inc.	8/30/2014	WBE	Clinical and pharmaceutical services to the institutional market	Linthicum	MD	410-636-9500	eyankellow@correctrxpharmacy.com
Countrywood Home Builders, Inc.	6/30/2015	WBE	Clean & repair foreclosed homes	Owensboro	KY	270-314-3968	countrywoodhome@roadrunner.com
Creation Gardens, Inc.	1/30/2016	WBE	Wholesale distributor of produce, dairy & gourmet products	Louisville	KY	502-587-9012	molliet@creationgardens.com
Dallco Energy Solutions, LLC	1/30/2016	WBE	Sales & installations of energy efficient lighting to businesses, government agencies & universities	Prospect	KY	502-648-3899	pselvy@Dallcoenergysolutions.com
Dapple Advertising, LLC	12/30/2015	WBE	Distribution of promotional products	Lexington	KY	859-263-3939	Sherry@dapple.net
Desserts by Helen, Inc.	6/30/2014	WBE	Producer & distributor of baked goods (wholesale & retail)	Louisville	KY	502-897-2237	craig@dessertsbyhelen.com
Doss & Horky Inc.	6/30/2014	WBE	General contractor; commercial, industrial & educational	Danville	KY	859-236-2690	rhonda@cosshorky.com
Dot Weld, Inc.	6/30/2015	WBE	Metal fabrication & welding	Jackson	KY	606-666-9200	dotweldinc@bellsouth.net
EC Sales & Services of Ky, LLC	6/30/2015	WBE	Electrical supplies & lighting fixtures	Covington	KY	859-431-0054	susan@ecsalesandservice.com
Effective Erosion Control, Inc.	12/30/2014	WBE	Install silt fence, store bag checks, seeding, sheet cleaning, chimney seals, construction photos & videos	Louisville	KY	502-426-5040	carolcdeeb@gmail.com
Elizabeth Niemann & Associates, Inc.	8/30/2014	WBE	Civil engineering consulting services	Louisville	KY	502-458-0788	enaengineering@bellsouth.net
Environs Inc.	8/30/2014	WBE	Landscape architecture	Louisville	KY	502-243-1091	jsmiley@environsinc.com
eSense Incorporated	3/30/2015	MBE	Information technology & management consulting, software, web development, QA, testing, IV & V, staffing	Fishers	IN	317-490-2570	sanjay.vaze@esense-inc.com
Evelez, LLC	12/30/2015	MWBE	Office administration, data entry, business consulting & staffing	Louisville	KY	502-644-2075	ugevelez@hotmail.com
Experts in Growth Leadership Consulting, LLC dba EiGL Consultir	12/30/2014	MWBE	Consulting, coaching, training, motivational speaker	Louisville	KY	502-419-2433	vivian.blade@eiglconsulting.com
First Star Safety, LLC	12/30/2015	WBE	Transportation safety equipment & supplies for highway road projects	Cincinnati	OH	513-661-7827	kelly.hollatz@firststarsafety.com
Four Water LLC	4/30/2014	WBE	Rain barrel manufacturing and sales	Lexington	KY	859-619-9288	mbender@insightbb.com
Global Diagnostic Services, Inc.	10/30/2014	MBE	Temporary staffing & onsite diagnostic imaging	Conyers	GA	770-602-0502	debraupshaw@globaldiagnostic.net
Goodle Fixins, Inc.	8/30/2014	WBE	Manufacture food products; wholesaler	Bowling Green	KY	270-781-4292	mary092949@aol.com
GTG Electrical Corporation, Inc.	12/30/2014	MWBE	Operates in the construction industry	Louisville	KY	502-533-7539	v.lenston@gtgelectrical.com
Horizon Consulting Services, LLC	10/30/2014	MBE	Training & organizational development	Louisville	KY	502-541-1755	dmr30@yahoo.com
Houston-Johnson, Inc.	12/30/2014	MWBE	3rd party logistics, warehousing, sub-assembly, kitting, transportation, automotive sequencing, industrial cleaning	Louisville	KY	502-638-8021	ahouston@houston-ijohnson.com
imagePRO Inc.	6/30/2014	WBE	Marketing and promotional program development; promotional items	Louisville	KY	502-896-9975	janet@myimagepro.com
In Every Language	3/30/2015	WBE	Provides document translation, localization; transcreation, on-site & phone interpreting	Louisville	KY	502-213-0317	terenabell@ineverylanguage.com
Indoor Air Technologies, Inc.	8/30/2015	WBE	Duct cleaning - ceiling tile - abatement	Victor	NY	585-924-2010	rebecca@indoorairtechnologies.com
Ink & Toner USA	10/30/2014	MWBE	Supplier of ink for copiers, printers & fax machines	Louisville	KY	502-618-2424	donna@inkandtonerusa.com
Intec Building Services, Inc.	1/30/2016	MBE	Janitorial services, construction clean-ups, janitorial supplies, floor maintenance, hospitality staffing	Louisville	KY	502-452-6111	customerservice@intecps.com
Irma Miller MBA, CPA, LLC	8/30/2015	MWBE	Certified Public Accountant, consultant, training, tax preparation, financial reporting	Lexington	KY	859-913-6152	irma@irmamillercpa.com
JM Johnson Construction, Inc.	12/30/2015	MBE	Construction services & concrete services	Evansville	IN	812-204-2272	mikejohnson56jci@hotmail.com
Jacobi Oil Service, Inc.	1/30/2016	WBE	Delivery of petroleum products, gasoline, diesel fuel, heating oil & lubricants	Floyds Knobs	IN	812-923-5174	ejacobi@iacobioil.com
Javier Steel Corporation	6/30/2015	MBE	Tie and place reinforcing steel, install SIP bridge deck forms, erect precast & structural beams	Louisville	KY	502-426-2008	njavier1@bellsouth.net
Johnny B's BBQ, Inc.	6/30/2015	MWBE	Wholesale & retail BBQ condiments; all purpose spices, sauces & supplies	Somerset	KY	606-679-7616	j.perk.1@hotmail.com

**Commonwealth of Kentucky Minority and Women Business Enterprise Certification Program
Certified Listing as of February 14, 2013**

Name	Expiration	Type (*)	Product or Service	City	State	Phone #	E-Mail
AU Associates, Inc.	1/30/2016	WBE	Residential & commercial real estate development & consulting	Lexington	KY	859-233-2009	holly@auassociates.com
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Advanced Electrical Systems, Inc.	12/30/2015	WBE	Electrical contracting, industrial building, construction, commercial & institutional building construction	Louisville	KY	502-962-1102	evelyn@aeslou.com
Alliance Comfort Systems, Inc.	1/30/2016	WBE	HVAC, refrigeration, plumbing & electrical	Louisville	KY	502-384-8500	michelle.goldsmith@alliancecomfortsys.com
American Material Services LLC dba American Ready Mix	8/30/2014	MBE	Supplier of ready mix concrete; concrete coatings & finishes, paving	Louisville	KY	502-447-5720	joelee@americanreadymix.biz
America's Finest Filters, Inc.	10/30/2014	MBE	HVAC, liquid, gas and air filtration, service & sales, HVAC equipment sales	Louisville	KY	502-778-1983	mwhite@americasfinestfilters.com
Asset Management Strategies, LLC	6/30/2014	WBE	Investment, insurance and retirement planning (business, nonprofit & individual)	Union	KY	859-384-8986	dferland@woodstockfg.com
BTI Contracting	12/30/2015	WBE	Asphalt sealcoating, asphalt & concrete stripping, excavating & trucking	Catlettsburg	KY	606-739-0049	deanfarm@aol.com
Belltower Advertising, Inc.	4/30/2014	WBE	Advertising agency	Bellevue	KY	859-491-2133	amy@belltoweradvertising.com
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Certified Flux Solutions, LLC	8/30/2015	WBE	Processing raw materials into a blended flux sold to secondary aluminum processors	Morgantown	KY	270-526-8600	lshemwell@certifiedflux.com
Collins Cleaning & Punchout	4/30/2014	WBE	Rental turns, commercial, residential & construction cleaning	Cynthiana	KY	859-235-0731	pat@collinscleaning.org
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Correct Rx Pharmacy Services, Inc.	8/30/2014	WBE	Clinical and pharmaceutical services to the institutional market	Linthicum	MD	410-636-9500	evankellow@correctrxpharmacy.com
Countrywood Home Builders, Inc.	6/30/2015	WBE	Clean & repair foreclosed homes	Owensboro	KY	270-314-3968	countrywoodhome@roadrunner.com
Creation Gardens, Inc.	1/30/2016	WBE	Wholesale distributor of produce, dairy & gourmet products	Louisville	KY	502-587-9012	molliet@creationgardens.com
Dallco Energy Solutions, LLC	1/30/2016	WBE	Sales & installations of energy efficient lighting to businesses, government agencies & universities	Prospect	KY	502-648-3899	pselvy@Dallcoenergysolutions.com
Dapple Advertising, LLC	12/30/2015	WBE	Distribution of promotional products	Lexington	KY	859-263-3939	Sherry@dapple.net
Desserts by Helen, Inc.	6/30/2014	WBE	Producer & distributor of baked goods (wholesale & retail)	Louisville	KY	502-897-2237	craig@dessertsbyhelen.com
Doss & Horky Inc.	6/30/2014	WBE	General contractor; commercial, industrial & educational	Danville	KY	859-236-2690	rhonda@doshorky.com
Dot Weld, Inc.	6/30/2015	WBE	Metal fabrication & welding	Jackson	KY	606-666-9200	dotwelding@bellsouth.net
EC Sales & Services of Ky, LLC	6/30/2015	WBE	Electrical supplies & lighting fixtures	Covington	KY	859-431-0054	susan@ecsalesandservice.com
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Environs Inc.	8/30/2014	WBE	Landscape architecture	Louisville	KY	502-243-1091	jsmiley@environsinc.com
eSense Incorporated	3/30/2015	MBE	Information technology & management consulting, software, web development, QA, testing, IV & V, staffing	Fishers	IN	317-490-2570	sanjay.vaze@esense-inc.com
Evelez, LLC	12/30/2015	MWBE	Office administration, data entry, business consulting & staffing	Louisville	KY	502-644-2075	ugevelez@hotmail.com
Experts in Growth Leadership Consulting, LLC dba EIGL Consultir	12/30/2014	MWBE	Consulting, coaching, training, motivational speaker	Louisville	KY	502-419-2433	vivian.blade@eiglconsulting.com
First Star Safety, LLC	12/30/2015	WBE	Transportation safety equipment & supplies for highway road projects	Cincinnati	OH	513-661-7827	kelly.hollatz@firststarsafety.com
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Houston-Johnson, Inc.	12/30/2014	MWBE	3rd party logistics, warehousing, sub-assembly, kitting, transportation, automotive sequencing, industrial cleaning	Louisville	KY	502-638-8021	ahouston@houston-johnson.com
imagePRO Inc.	6/30/2014	WBE	Marketing and promotional program development; promotional items	Louisville	KY	502-896-9975	janet@mymimagepro.com
In Every Language	3/30/2015	WBE	Provides document translation, localization; transcreation, on-site & phone interpreting	Louisville	KY	502-213-0317	terenabell@ineverylanguage.com
Indoor Air Technologies, Inc.	8/30/2015	WBE	Duct cleaning - ceiling tile - abatement	Victor	NY	585-924-2010	rebecca@indoorairtechnologies.com
Ink & Toner USA	10/30/2014	MWBE	Supplier of ink for copiers, printers & fax machines	Louisville	KY	502-618-2424	donna@inkandtonerusa.com
Intec Building Services, Inc.	1/30/2016	MBE	Janitorial services, construction clean-ups, janitorial supplies, floor maintenance, hospitality staffing	Louisville	KY	502-452-6111	customerservice@intecps.com
Irma Miller MBA, CPA, LLC	8/30/2015	MWBE	Certified Public Accountant, consultant, training, tax preparation, financial reporting	Lexington	KY	859-913-6152	irma@irmamillercpa.com
JM Johnson Construction, Inc.	12/30/2015	MBE	Construction services & concrete services	Evansville	IN	812-204-2272	mikejohnson56jci@hotmail.com
Jacobi Oil Service, Inc.	1/30/2016	WBE	Delivery of petroleum products, gasoline, diesel fuel, heating oil & lubricants	Floyds Knobs	IN	812-923-5174	eiacobi@jacobiOil.com
Javier Steel Corporation	6/30/2015	MBE	Tie and place reinforcing steel, install SIP bridge deck forms, erect precast & structural beams	Louisville	KY	502-426-2008	njavier1@bellsouth.net
Johnny B's BBQ, Inc.	6/30/2015	MWBE	Wholesale & retail BBQ condiments; all purpose spices, sauces & supplies	Somerset	KY	606-679-7616	j.perk.1@hotmail.com

Kersey & Kersey, Inc.	8/30/2014	WBE	Architecture, planning & interior design	Louisville	KY	502-583-0094	ckersey@kerseyandkersey.com
Kilimanjaro Foods, Inc.	8/30/2014	WBE	Producer & wholesaler of sauces, condiments & syrups	Louisville	KY	502-479-3600	kfoods@att.net
Klein Printing & Promotions, Inc.	6/30/2014	WBE	Offset & digital printing, graphic design; promotional items; apparel	Ft. Mitchell	KY	859-341-4774	marvlou@kleinprinting.com
Landstory, Inc.	12/30/2015	WBE	Landscape architecture firm providing planning & design services	Indianapolis	IN	317-951-0000	jgreen@landstoryla.com
Life's Eyes Media, LLC	8/30/2014	WBE	Video production services, satellite services, media training	Independence	KY	859-363-3916	kgetsy@lifeseyesmedia.com
Lincoln Manufacturing USA, LLC	12/30/2015	MBE	Manufactures a wide range of parts from simple stampings to close tolerance critical parts	Stanford	KY	606-365-3016	kmcdonald@lincolnmfg.com
M&M Finishing, LLC	12/30/2014	WBE	Application of metal & ceramic coating to industrial components	Walton	KY	859-485-1100	eschlemmer@mandmfinishing.com
Manufacturing Consultants International LLC	3/30/2015	MWBE	Global sourcing, woodworking manufacturing assembly, subcontracting partnerships & logistics warehousing	Bardstown	KY	502-331-1200	mcl1of5@yahoo.com
Maraye Design Studio	6/30/2015	MWBE	Interior design service	Columbus	OH	614-231-3082	info@maraye.com
Martin General Contracting	8/30/2014	MBE	Construction, drywall, painting, new homes, commercial, remodeling	Richmond	KY	859-979-0133	anthony@amartindrywall.com
Mattingly Foods of Louisville, LLC	1/30/2016	WBE	Wholesale distributor to restaurant industry, custom cut meat processor serving restaurant industry	Louisville	KY	502-253-2000	jthomas@mattinglyfoods.com
McCoy and McCoy, Inc. dba McCoy & McCoy Laboratories	8/30/2015	WBE	Laboratory testing	Madisonville	KY	270-824-2230	l.locke@mccoylabs.com
Messier and Associates, Inc.	12/30/2015	MBE	Engineering services & road construction services	Louisville	KY	502-515-2451	fermessier@messainc.com
Metro Fence Industries, Inc.	3/30/2015	MBE	Full service fencing contracting specializing in gates, guard rail & hand rail & sells wholesale fencing	Louisville	KY	502-458-8701	david@metrofenceinc.com
Metropolis Construction, LLC	6/30/2015	WBE	Commercial & industrial concrete construction	Louisville	KY	502-447-4250	robinray@insightbb.com
Moore is Better LLC dba Dundee Candy Shop	12/30/2015	WBE	Sells retail candy & gifts	Louisville	KY	502-452-9266	eatabonbon@dundeecandy.com
Mtani Catering, LLC	8/30/2015	MBE	Full service caterer; "Southern Fusion" menu; corporate, wedding & social catering	Lexington	KY	859-396-0071	james@mtanicatering.com
Munson Business Interiors, Inc.	10/30/2014	WBE	Office furniture sales, space planning, interior design, project management	Louisville	KY	502-589-1236	mindy@mbifurniture.com
New Towne Consultants, LLC	12/30/2015	WBE	Administrative management & general consulting services to the building & real estate industry	Louisville	KY	502-649-3638	robin@newtowneconsultants.com
Next Century Technologies, LLC	12/30/2014	WBE	Computer consulting, hardware & software sales, phone system sales/installation, offsite backups, web design	Lexington	KY	859-806-5757	tracy@ky-consultant.com
NK Stone Design, Inc.	10/30/2014	WBE	Fabrication & installation of natural stone; marble, granite, slate, quartz, & tile sales	Newport	KY	859-581-2255	nkstone@fuse.net
PARIS, Inc.	3/30/2015	WBE	Supplier-TA, toilet partitions, hardware, guards, stair tread, covebase, markerboard, projection screen, flag poles	Paris	KY	859-987-1782	paris3@roadrunner.com
Partition Specialties, Inc.	8/30/2015	WBE	Operable walls & accordion doors	Wilder	ID	208-482-9921	coleenschaub@gmail.com
Patton Unlimited Inc. dba Miracle of KY/TN	6/30/2015	WBE	Playground equipment sales & installation	Clarkson	KY	270-242-3431	tami@miraclekytn.com
PipeWorks Plus, Inc	6/30/2015	WBE	Underground municipal utilities contractor	Tullahoma	TN	913-455-7592	pipeworksplus@bellsouth.net
Presence Incorporated	4/30/2014	WBE	Corporate gifts & promotional products	Louisville	KY	502-365-4616	gail@stuffology.com
Professional Life Coach, LLC	6/30/2015	MWBE	Coach clients to deal with everyday stressors	Lexington	KY	859-229-6823	shambramulder@hotmail.com
Push 4 J Construction Company, LLC	12/30/2014	MBE	Concrete construction	Dyer	TN	731-692-2526	4jinc@bellsouth.net
Rangaswamy & Associates, Inc.	10/30/2014	MBE	Structural engineering, special inspection, construction inspection	Louisville	KY	502-589-2212	robin@rangaswamy.com
Ratray & Associates CPA, LLC	12/30/2015	MBE	Certified Public Accounting firm; auditing & accounting services	Pembroke Pines	FL	954-744-4850	hrratraycpa@yahoo.com
Realty World Adams & Associates, Inc.	3/30/2015	WBE	Offices of real estate agents & brokers; list & sell real estate in Central Kentucky	Berea	KY	859-314-7878	sandyadams@realityworldadams.com
Reflective Learning, LLC	8/30/2015	WBE	Consultant for schools, create virtual courses for organizations, author educational material	Falls of Rough	KY	270-617-0958	sherry@reflecttolearn.com
Rosa Mosaic & Tile Company	8/30/2014	WBE	Commercial construction; tile, terrazzo, marble & granite	Louisville	KY	502-368-5893	atatman@rosamosaic.com
S. J. Earth Boring, Inc.	8/30/2014	WBE	Horizontal earth boring for underground utilities	Salvisa	KY	859-865-2063	sigburke@wildblue.net
S&M Precast, Inc.	12/30/2015	WBE	Manufacturer of precast concrete products	Memphis	IN	812-786-0985	bgraf@smprecast.com
SAKS Art Gallery & Interior Designs	1/30/2016	MWBE	Custom framing, artwork reupholstery, custom window treatments, fabrication for residential & commercial furnishings	Lexington	KY	859-278-8785	saks_gallery859@yahoo.com
Schnell Contractors, Inc.	12/30/2015	WBE	Waterproofing, sealants & concrete/masonry restoration	Louisville	KY	502-969-7534	ischnell@schnellcontractors.com
SecurCash Products, LLC	4/30/2014	WBE	Security products reseller (banking, gaming & retail)	Louisville	KY	866-353-5979	lmiller@securcashproducts.com
Sharp-Hornek Bookkeeping Services, Inc.	6/30/2014	WBE	Bookkeeping; Quick Books software consultant & setup; notary	Anchorage	KY	502-593-1206	mshornek@insightbb.com
Shrewsbury & Associates, LLC	12/30/2014	MBE	Civil engineering, environmental consulting, construction administration & inspection	Louisville	KY	502-416-1053	certifications@shrewsusa.com
Simply Graphics, LLC	3/30/2015	MBE	Provider of printer documents, all forms, checks, envelopes, letterhead, paper, brochures, cards, stock paper, etc.	Louisville	KY	502-489-9459	simplygraphics@bellsouth.net
Smith Management Group, Inc.	4/30/2014	WBE	Environmental consulting, permitting assistance, compliance auditing	Lexington	KY	859-231-8936 ext	saras@smithmanage.com
Soap Suds Laundry & Cleaners	6/30/2014	MWBE	Dry cleaning, coin laundry, uniform cleaning, linen service	Louisville	KY	502-964-3232	soapsuds0001@bellsouth.net
Springfield Plumbing Inc	4/30/2014	MBE	Plumbing & HVAC	Louisville	KY	502-587-8281	rkds@bellsouth.net
Stephanie Sweeney & Associates, LLC	12/30/2015	WBE	Works with banks & lending institutions to obtain funds for housing development & construction	Cincinnati	OH	513-244-6449	Stephsweeney@aol.com
S-Walk Inc. dba Seven Seas Construction	4/30/2014	MBE	Concrete construction; installing pavers	Louisville	KY	502-231-7395	swalker@sevencsc.net
Swope Design Group	8/30/2014	WBE	Commercial interior design; environmental graphics	Louisville	KY	502-583-9333	ann@swopedesigngroup.com
T.E.M. Group, Inc	12/30/2015	MBE	Electrical contracting	Louisville	KY	502-454-0101	tmasteron@temelectric.com
Taron Construction & Development, LLC	1/30/2016	MWBE	Construction of commercial buildings & residential construction of homes	Louisville	KY	502-387-6077	taronconstruction@yahoo.com
The Event Company (Diamond Cat Productions, Inc.)	8/30/2014	WBE	Event production & décor rental	Louisville	KY	502-581-1000	cheryl@theeventcompanyky.com
The Logo Warehouse	8/30/2014	MWBE	Promotional products & apparel, screen print, embroidery, engraving	Louisville	KY	502-216-7850	lscott@thelogowarehouse.com
The Petruccio Consultants, Inc.	12/30/2014	WBE	Marketing research consulting to businesses	Prospect	KY	502-632-2151	JPConsultants@aol.com

The Prohaus Group, LLC	1/30/2016	MWBE	Startup incubator for financial services (research & technology) products, services, web applications, consulting services	New York	NY	646-224-1149	mckenzie.slaughter@prohausgroup.com
Third Rock Consultants, LLC	4/30/2014	WBE	Environmental planning, analysis, permitting, design & construction	Lexington	KY	859-977-2000	mforee@thirdrockconsultants.com
Toni Levy & Associates, Inc.	6/30/2014	MWBE	Accounting, auditing and bookkeeping; electrical & plumbing supplies	Louisville	KY	502-566-3030	tl@tonilevya.com
Townsend Engineering, PLLC	6/30/2015	WBE	Civil engineering design for roads, grading, drainage, storm/sanitary sewer & domestic/fire water	Radcliff	KY	270-351-3605	mtownsendeng@insightbb.com
United American Supply, LLC	3/30/2015	MBE	Distribute personal & industrial safety supplies & janitorial supplies	Nicholasville	KY	859-881-1850	al@unitedamericansupply.com
Valley Truck Equipment, LLC.	8/30/2015	WBE	Truck equipment house & repair service; sell & install; general public & other types of businesses	Owensboro	KY	270-733-4322	tinawinston@valleytruckequipment.com
Virginia Van Horne	8/30/2014	MWBE	Editing, content writer for websites, general project management	Lexington	KY	240-281-0722	vvanhorne@gmail.com
Vivian Llambi and Associates, Inc.	8/30/2014	MWBE	Landscape architecture, civil engineering, environmental design, LEED	Louisville	KY	502-409-0479	vivian@vla.net
VR Concrete Testing, LLC	10/30/2014	MWBE	Concrete testing, construction material testing, monitoring, project management	La Grange	KY	502-265-0060	vrconcretetestin@aol.com
Walter Martin Excavating, Inc	8/30/2015	WBE	Utility pipeline construction, culvert installations, excavating, slide repairs	Russell Springs	KY	606-305-2370	jmartin@duo-county.com
Zion Publications LLC	4/30/2014	WBE	Publisher - Today's Woman, Today's Transitions and Today's Family	Louisville	KY	502-327-8855 ext	cathy@todayspublications.com

(*) Key

MBE - Minority Business Enterprise

WBE - Women Business Enterprise

MWBE - Minority owned Women

Business Enterprise

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, 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

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

Coverage

Limits

General Liability
(Insurance Services Office Form CG 00 01)

\$1 million per occurrence, \$2 million aggregate
or \$2 million combined single limit

Commercial Automobile Liability
(Insurance Services Office Form CA 0001)

combined single, \$1 million per occurrence

Worker's Compensation

Statutory

Employer's Liability

\$500,000.00

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

HVAC MAINTENANCE AND REPAIR FOR COMMUNITY CORRECTIONS

GENERAL DESCRIPTION

- 1) The Lexington Fayette Urban County Government (LFUCG) Division of Community Corrections is requesting bids for heating, air conditioning, refrigeration and ventilation service, maintenance and repair.
- 2) During normal working hours, the contractor will provide full coverage maintenance and repairs, including all labor and material to keep the equipment in proper and, as intended operating condition.
- 3) The contractor will ensure the system's ability to maintain designated temperatures as stated in the facility's original design specifications, which are consistent with current industry standards for this type of system.

EQUIPMENT LISTING

- 1) 2 ea York Air Conditioning Equipment (Millennium centrifugal liquid chillers)
- 2) 120 ea York indoor air handling units and York Rooftop air handling units (AIRPAK, Air Handling Units, includes H.V.U.'s and reheats)
- 3) 8 ea Air Modulators, York ISN DDC Control System (Millennium Centrifugal Control Center and other brand V.F.D.'s and controls)
- 4) 12 ea Magic Aire Chilled water blower coil units (BHW Series, "fan coil units")
- 5) Control Valves
- 6) Tempmaster VAV Boxes
- 7) Return Air Fans
- 8) York Integrated systems network controls
- 9) 2 ea Cooling Towers
- 10) Computer Rooms A/C units (Freon systems)
- 11) 100 ea Exhaust and Smoke Evacuation Fans
- 12) 2 ea Air Curtains
- 13) 3 ea Boiler
- 14) 2 ea Domestic Water Heaters
- 15) Pumps associated with any one piece of equipment
- 16) York Software "Facility Manager 2.2K/3.2K
- 17) York Software "Niagara"
- 18) Any equipment not listed is included otherwise

(Note: motorized control valves for dampers and water valves are not considered motors and they are part Schedule A)

EQUIPMENT LOCATION

Lexington Fayette County Detention Center
600 Old Frankfort Circle
Lexington, KY 40510
Contact person: Mr. Frank Griffith, 859-425-2781 or fgriffit@lexingtonky.gov

TERM OF BID

The contract will consist of an initial term of five (5) years at which time the contract may be renewed annually for a period of three (3) years.

CONTRACTOR QUALIFICATIONS

- 1) All contractors bidding must meet the following criteria to be considered as a qualified bidding contractor. Any contractor that does not meet these minimum requirements will not be considered qualified and therefore there bid will be rejected.
- 2) Under this Bid, the contractor will perform all services using factory-trained personnel who are specialists in commercial HVACR, and electronic system maintenance and service associated with commercial HVACR.
- 3) All technicians on site must have a Universal CFC certification.
- 4) At least one technician must be certified to work on York millennium centrifugal liquid chillers. (only persons certified will be allowed to work on the chillers)
- 5) Contractors must be factory trained and certified to be able to work on the York ISN control systems to include hardware and software system support and programming.
- 6) Contractors must be trained and certified to be able to diagnosis and repair and service York 500 ton chillers. Contractors must be able to work on and maintain any and all related software that is related to the HVACR system.
- 7) A copy of all technician certifications must be included in all bid submission.
- 8) Contractor shall be required to submit a list of current installations of the type and size of the facility systems that they hold contracts for and are currently performing the services requested in this bid. This portion of the specs is to assure LFUCG of the vendor's qualifications and performance record.

CONTRACT STRUCTURE

There are four (4) categories/schedules that separate all of the equipment in the division. Contractors may bid on any or all schedules; however, each schedule must be priced separately. Categories will be listed as schedule "A" "B" "C" "D" and will be followed by the type of equipment. Any equipment that has a direct impact on the system is considered to be part of that system (schedule) and will be included in that part of the contract. The LFUCG reserves the right to award each schedule separately or as a whole, in the best interest of the government.

Schedule A

Chillers/Drives/ISN/VAV/Controllers/Reheats/Software and other directly related equipment

- 1) Chillers
- 2) Variable frequency drives (air modulators)
- 3) Integrated control Units (ISN panels that control the indoor/outdoor air handling units)
- 4) Variable air volume units (VAV)
- 5) Controls (contactors, overload relays, fuses, wiring, etc)
- 6) All related equipment that is directly responsible for the operating system such as, motorized controls, dampers, temperature sensors, software thermostats
- 7) Software, all software that is associated with the HVACR is covered under schedule A. (York Software "Facility Manager 2.2K/3.2K York Software "Niagara")
- 8) Electronic sensors, valves, valve controls, dampers, actuators, thermostats and any other device associated with the York chillers
- 9) Schedule A excludes filters, belts, motors, fans, duct and duct work. Dampers are not considered motors, actuators are not considered motors and they are considered part of the contract repair/replace service in schedule A

<u>Qty.</u>	<u>Component</u>	<u>Model Number</u>	<u>Manufacturer Number</u>	<u>Serial Number</u>	<u>Size</u>
2	Water Chiller	YTG3A4E2-CRH	York GHHM 118172		500 Ton
2	Chiller Starter	HER 11	York GHHM 118173		500 Ton
120	York ISN Direct Digital Control Panels				
2	Site specific licensed York Facility Manager software programs				
2	York Operator Work Stations				
Lot	Electronic sensors, valves, valve and damper actuators associated with the York		Facility Manager system	Manager BAS	

SCHEDULE A SERVICE REQUIREMENTS

- 1) Water Cooled Centrifugal Chiller
 - a. Procedure: Annual Inspection Frequency: Once
 - b. Condenser and chilled water system
 - c. Drain condenser.
 - d. Remove one condenser head.
 - e. Visually inspect condenser tubes for evidence of corrosion or fouling.
 - f. Brush clean all condenser tubes with mechanical tube cleaning equipment
 - g. Re condenser head using new gasket.
- 2) Refrigerant system
 - a. Change compressor oil & filter; dispose of waste oil in accordance with all regulatory requirements.
 - b. Change dehydrators, refrigerant filters, driers and strainers as applicable.
 - c. Perform a refrigerant leak test. Complete all documentation in accordance with EPA requirements.
- 3) Electrical system
 - a. Meg test compressor motor to verify electrical integrity.
 - b. Inspect motor starter.
 - c. Change starter inhibitor.
 - d. Clean and tighten electrical connections in the starter cabinet as required.
- 4) Safety and Control systems
 - a. Check safety controls for proper operation, calibrate as required.
 - b. Check operating controls for proper operation. Calibrate as required.
 - c. Check configuration of control panel.
 - d. Check flow switches for proper operation
- 5) Procedure: Seasonal Start Up Frequency: One time annually
 - a. Start up unit.
 - b. Check operation of motor starter.
 - c. Check and record oil and refrigerant levels.
 - d. Check and record all operating parameters (pressures, temperatures, voltages and amperages).
 - e. Verify status of all operating controls.
 - f. Set up operating log and review with operators.
- 6) Procedure: Operational Inspection Frequency: Eight times per year
 - a. Check and record oil and refrigerant levels.
 - b. Check lubrication system operation and oil return system.
 - c. Check operating controls. Calibrate as required.
 - d. Perform a refrigerant leak test. Record results.
 - e. Check operation of motor and starter.
 - f. Inspect shaft seal.
 - g. Check and record all operating parameters (pressures, temperatures, voltages, amperages).
 - h. Review operating procedures and owner's log with operators.
- 7) Procedure: Oil Analysis Frequency: Once Annually - Perform a spectro-chemical compressor oil analysis once per year Provide customer with written results and recommendations.

- 8) Documentation: Upon completion of each procedure, owners representative will receive a written report
- 9) York ISN Control System
- 10) Procedure: Operational Inspection: Quarterly
 - a. Sample point check for accurate performance.
 - b. Sample point-commanding techniques for proper operation
 - c. Disable system modules on a selective basis to review problem annunciation and system behavior.
 - d. Perform a system-wide function test to verify complete and accurate operation.
 - e. Examine and analyze standard log reports.
- 11) Review and discuss system and service history, and the performance of temperature control and energy management applications.
- 12) Recommend necessary modifications, replacements, upgrades or repairs as a result of the quarterly review.
- 13) The contractor will provide on-line equipment and service to enable the local service office to remotely access a customer system via regular internet service. The service must be high speed internet service. This will not only allow for the division to inspect the systems from a remote location, it will also give the contractor the ability to access the system in cases of emergency. (Note: All wiring is in place for this service).
- 14) Respond to system troubleshooting situations either remotely or by site visit as required within 4 hours after notification by Division staff, 24 hours, 7 days per week.
- 15) Provide telephone consultation to the customer regarding the system operations when required.
- 16) Documentation: Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this.

SCHEDULE A SPARE PARTS

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be kept on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be kept on site that will ensure the division position to operate at full capacity at all times.

For EDC

- 1 FOM2 031-01062-000
- 1 PSTC 031 -01 382-000

- 1 UIOC 031-01383-000
 - 1 IPC 031-01381-002
- For LDC**
- 1 APC 031-01384-003
 - 1 10 CARD 031-01 385-000
 - 1 KEY 024-25505-000

For TDC

- 2 BOARD 371-02045-100

Blimo Actuators

- 2 TDC Reheat LM24
- 2 AHU Reheat LM24SR
- 1 Valve AM24SR
- 1 Valve SM24SR
- 1 Valve NM24SR
- 2 Fire Damper SM24

Honeywell

- 2 Damper Operator ML7295A1 006
- 2 Damper Operator ML8195C1005

Duct Sensors

- 4 Precon ST-U3

Schedule B

**Indoor/Outdoor Air Handlers/Fan Coil Units/Exhaust and
Smoke Exhaust Fans**

- 1) Indoor and Outdoor air handling units (includes repair, replacement and service of air filters, belts, bearings, fans, drain pans, general monthly service including greasing, adjusting oiling and cleaning unit coils, service and repair pumps, pump motors, fan motors and related equipment)
- 2) Magic Air fan coil units (includes repair, replacement and service of air filters, belts, bearings, fans, drain pans, general monthly service including greasing, adjusting oiling and cleaning unit coils, service and repair pumps, pump motors, fan motors and related equipment)
- 3) Exhaust and smoke Exhaust fans, (includes replacing belts, motors, fans, bearings, louvers, dampers and any other related equipment, includes cleaning)
- 4) Schedule B includes mandatory monthly filter changes, greasing, oiling, cleaning and full service
- 5) Due to the nature of the facility, filters will be changed once per month regardless of condition and belts will be changed as necessary)

SCHEDULE B SERVICE REQUIREMENTS

- 1) Clean and inspect repair and replace any and all parts and supply any and all labor necessary in order to keep the equipment in proper and as intended working order.

- a. Visually inspect condenser and Evaporator tubes/cooling fins for evidence of corrosion or fouling stoppage from debris, clean as necessary.
 - b. Once per year, clean all condensers and evaporator with acceptable indoor cleaning solution (must be usable around humans).
 - c. Inspect and replace filters, belts and grease and oil all equipment as needed at least once per month. (Note: filters will be changed at least once per month due to the nature of the facility), inspect and replace any bearings as needed. Replace any belts as needed. The contractor will report any and all anomalies).
- 2) Procedure: Seasonal Start up Frequency: In the spring and fall of each year. Every unit on the roof needs to be inspected and serviced as a seasonal inspection. This is an ideal time for servicing these units due to the weather condition.
 - 3) Documentation: Every month, the contractor will submit a list of performed services.
 - 4) Procedure: Operational Inspection: Quarterly
 - 5) Documentation: Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this report. The reports are to be generated by the contractor and submitted to the division's plant operation supervisor.

SCHEDULE B SPARE PARTS

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be kept on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be kept on site that will ensure the division position to operate at full capacity at all times.

- a. At least one motor and one fan and one pump for any one single piece of equipment that is listed in schedule B.
- b. An ample supply of filters, belts, bearings, axles, and any other related parts that are deemed necessary in order to keep the division equipment in proper operating order.

Schedule C

A/C Units/Refrigerated Coolers/Air Curtains and related equipment

- 1) Computer room AC units
- 2) Refrigerated Coolers
- 3) Air Curtains
- 4) Includes any related equipment and includes annual service. Annual service is considered to be the minimum service for cleaning coils and checking pressures and protection devices for the units and will include cleaning all indoor and out door coils

- as necessary to ensure proper operation, inspection for any anomalies should be performed every 3-4 months to protect the division equipment and ensure efficient operation.
- 5) The successful contractor will be responsible for all parts and labor in order to keep the equipment in proper working order.

SCHEDULE C SERVICE REQUIREMENTS

- 1) All coils are to be cleaned and inspected at least once a year.
- 2) All parts and labor is supplied and performed by the contractor.
- 3) All federal, state, local, OSHA and division standards are to be strictly followed.

SCHEDULE C SPARE PARTS

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be kept on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be keep on site that will ensure the division position to operate at full capacity at all times.

- a. At least one motor and one fan, one thermostat, one of any type of overload switch or one high temp switch, one starter for the fans and any one common part necessary for any one single piece of equipment that is needed for the equipment in the listed schedule .
- b. An ample supply of any related parts that are deemed necessary in order to keep the division equipment in proper operating order.
- c. Adequate supply of Freon and any items that would be necessary to perform repair with in a reasonable amount of time.

Schedule D

Boilers/Water Heaters/Cooling Towers/Pumps/Valves

- 1) Boilers
- 2) Water Heaters
- 3) Cooling Towers
- 4) Pumps
- 5) Valves

SCHEDULE D SERVICE REQUIREMENTS

- 1) Clean and inspect Condenser (cooling towers) system at least twice a year, includes all valves located in the tower and diffusers screens in the pumps.

- a. Visually inspect condenser and evaporators for evidence of corrosion or fouling stoppage from debris.
 - b. Once per year, clean all condensers and evaporators with acceptable cleaning solution (must be usable around humans).
 - c. Inspect and replace filters, belts and grease and oil on all equipment as needed at least once per month. (Note: filters will be changed at least once per month due to the nature of the facility), inspect and replace any bearings as needed. Replace any belts as needed. The contractor will report any and all anomalies.
 - d. Inspect and clean all tubes per the federal, state and local guide lines to ensure that the equipment is in proper and as intended operating order.
 - e. The division will schedule any and all inspections necessary and as dictated by the federal, state and local authority. The division will assume the cost for annual inspections that are mandated by the state or local authorities. The contractors will be responsible for preparing the equipment for inspection and any repairs deemed necessary and required in order to satisfy the equipment for service.
 - f. Any repairs that are made that require further inspecting or additional license will the responsible of the contractor along with any cost of material and or labor.
- 2) Procedure: Seasonal Start up Frequency
- a. In the spring and fall of each year. All equipment needs to be inspected and serviced as a precaution. This is the optical time for servicing out side units due to the weather condition and supports the needs of the facility.
 - b. Documentation: every month, the contractor will submit a list of performed services.
- 3) Documentation: Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this report. The reports are to be generated by the contractor and submitted to the division's plant operation supervisor.

SCHEDULE D SPARE PARTS

The following Spare Parts will be kept at the job site. These parts will remain the property of the division. The current contents of spare parts are the property of the division. The spare parts must be keep on site at all time, any depletion in spare parts must be replaced with in 48 hours or a reasonable amount of time to allow shipping of any one part. It is the divisions position, due to the nature of the division that a well stocked supply of spare parts be keep on site that will ensure the division position to operate at full capacity at all times.

- a. At least one motor and one fan and one pump for any one single piece of equipment that is listed in schedule D.
- b. An ample supply of filters, belts, bearings, axles, and any other related parts that are deemed necessary in order to keep the division equipment in proper operating order.
 - Belts

- Mechanical seals
- Couplings
- Pumps
- Motors
- Bearings
- Filters
- Impellers
- Other acceptable spare parts that is cost effective.

The following specification will apply to any and all schedules and will be considered to be the minimum specifications for service, parts and repairs and service times.

INSPECTIONS: SCHEDULE A,B,C,D

The scope of each schedule is included in this section and applies where necessary to ensure that the division can operate at full capacity at all times.

- 1) Under the scope of this bid, the contractor will perform a minimum of eight (8) inspections per year (this is not included in any other inspection and must be reported in writing to the division operation plant supervisor any findings). During these inspections, the contractor will perform the preventative maintenance tasks as listed for each major component in Schedule B.
- 2) After each inspection, the contractor technician(s) will meet with the designated Lexington Fayette County Detention Center staff representative to discuss the condition of the equipment, operating parameters, prevent maintenance performed by both the contractor technician and Lexington Fayette County Detention Center staff since the last inspection. A written report of all maintenance performed by the contractor will be provided at this time. This report will also include any recommendations for repair and special concerns as a result of the preventative maintenance and inspection services performed.
- 3) The following capabilities must be met and the tasks listed below be performed on a quarterly basis.
 - 4) Sample point check for accurate performance.
 - 5) Sample point-commanding techniques for proper operation.
 - 6) Disable system modules on a selective basis to review problem annunciation and system behavior.
 - 7) Perform a system-wide function test to verify complete and accurate operation.
 - 8) Examine and analyze standard log reports.
 - 9) Review and discuss system and service history, and the performance of temperature control and energy management applications.
- 10) Recommend necessary modifications, replacements, upgrades or repairs as a result of the quarterly review.
- 11) The successful contractor will provide:

- a. On-line equipment to enable the local service office to remotely access the customer system. Customer shall provide and pay for the cost of the service and equipment.
- b. Respond to control system troubleshooting situations either remotely or by site visit 24 hours, 7 days per week as required with a 2 hour emergency on site response when required by the division.
- c. Telephone consultation to the customer regarding the system operations when required.

YORK ISN CONTROLS AUTOMATION SYSTEM

- 1) Contractors must have the capabilities be able to work on York ISN control systems to include hardware and software system support and programming. The successful contractor will provide:
 - a. On-line equipment to enable the local service office to remotely access a customer system via regular voice-grade phone lines. Customer shall provide and pay for the cost of the voice-grade phone line.
 - b. Respond to control system troubleshooting situations either remotely or by site visit as required 24 hours, 7 days per week as required.
 - c. Provide telephone consultation to the customer regarding the system operations when required.
- 2) The following capabilities must be met and the tasks listed below be performed on a quarterly basis.
 - a. Operational Inspection.
 - b. Sample point check for accurate performance.
 - c. Sample point-commanding techniques for proper operation.
 - d. Disable system modules on a selective basis to review problem annunciation and system behavior.
 - e. Perform a system-wide function test to verify complete and accurate operation.
 - f. Examine and analyze standard log reports.
 - g. Review and discuss system and service history, and the performance of temperature control and energy management applications.
 - h. Recommend necessary modifications, replacements, upgrades or repairs as a result of the quarterly review.

Note: The York ISN system is not "back net" compatible.

DOCUMENTATION

- 1) Upon completion of each procedure, owner's representative will receive a written report detailing the services performed and the results of all tests performed. Any deficiencies noted and any corrective action recommended will be included in this report.
- 2) All contractors must have a minimum of (5) years experience on working on centrifugal chillers.
- 3) All contractors must be factory certified on the York low and high pressure centrifugal chillers.

EMERGENCY SERVICE

- 1) Emergency service will be provided on a 24-hour basis, 7 days per week, including holidays. Response time will be within two (2) hours from time of notification by Division staff.
- 2) Contractor is also required to have, and maintain for the life of the contract, at least one qualified service technician based within 2 hours travel time to the facility for emergency call out.

REPORTS

- 1) A detailed report of each inspection will be issued to the customer. This report will include, where appropriate: equipment log readings, equipment condition, recommended repairs, and recommendations for reducing energy consumption.
- 2) Reports will detail the services performed and the results of all tests performed any deficiencies noted and any corrective action recommended will be included in this report.

SERVICE REQUIREMENTS SCHEDULE A and C

REFRIGERANT CONSERVATION SERVICE

- 1) The contractor will perform the following services on all equipment listed in any Schedule that contains CFC or HCFC Refrigerants, during normal working hours.
- 2) All work will be performed according to federal, state and local regulations by the contractor certified technicians. Also, he contractor will provide a written report after each visit, including findings, corrective action, and recommendations.
- 3) In order to minimize unintentional refrigerant emissions, the contractor will annually perform three (3) additional refrigerant leak checks if customer operations permit. If an approved pressurization source is not available, the contractor will provide a portable device.
- 4) If refrigerant emission sources are found, the contractor will repair them. When corrective action is required, the contractor will perform those services within twenty-four (24) hours in order to minimize any further emissions. All replacement refrigerant costs, including the costs associated with the replacement of the refrigerant and any necessary repairs, shall be the responsibility of the contractor.
- 5) If refrigerant charge must be removed, stored, and recharged, the contractor will provide storage and recycling equipment and perform these activities with technicians who have been trained and certified according to EPA Standards.
- 6) The contractor will use equipment specifically designed for the transfer and storage of refrigerants according to EPA Standards. During this process, oil and moisture in your refrigerant will be reduced. Acidity cannot be reduced with recycling equipment.
- 7) When it is necessary to reclaim refrigerant to new refrigerant standards, the contractor will handle the transfer, transportation and arrangements with a distillation service or refrigerant producer, including testing, paperwork and permits if required.

- 8) If it becomes necessary to dispose of refrigerant for any reason, the contractor is responsible for the transfer, transportation and consignment to a licensed disposal or hazardous waste disposal service of such materials, according to the standards and regulations of Local, State and Federal agencies.

ADDITIONAL REQUIREMENTS

- 1) All equipment and parts will become the property of the Division. All equipment removed shall remain the property of the Division.
- 2) All equipment or parts or services to be purchased within (30) days after start of contract. All equipment will be inspected or installed and operational within (30) days of the start of the contract as agreed by the division and the contractor.
- 3) The winning contractor/contractors agree to perform the best work practices to ensure the division is able to operate “as intended” and at full capacity and that the equipment will be kept in working “as intended” order. All Equipment is to be considered in the manufactures as intended working order. All equipment condition will be evaluated and satisfied by the contractor. No warranty is given or implied on equipment.

Pricing

1) Schedule A:	
Lump Sum Annual Price	<u>\$ 84,795.00</u>
2) Schedule B:	
Lump Sum Annual Price	<u>\$ 150,486.00</u>
3) Schedule C:	
Lump Sum Annual Price	<u>\$ N / A</u>
4) Schedule D:	
Lump Sum Annual Price	<u>\$ 92,345.00</u>

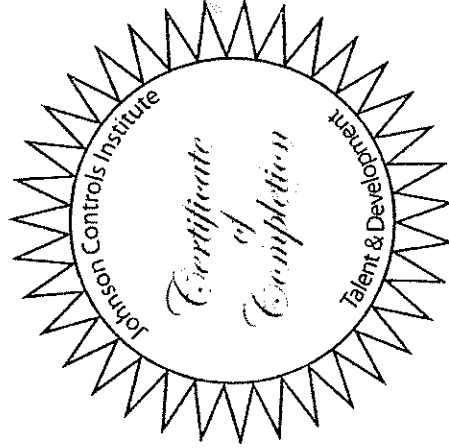
A pre-bid meeting will be held February 27, 2013, 9:00 am, at 600 Old Frankfort Pike, Lexington, KY. Attendees will need to sign-in at front lobby prior to meeting. Attendance is not mandatory, but it is highly recommended that interested Contractors attend.



YORK
Centrifugal Compressor Overhaul
Course 2107
3.4 CEU

Awarded to

Jason Lillis



Wm. P. Shaw

Course Administrators

VA Caraway

Vice President Learning and Development

Feb 17, 2012

Date