

**SERVICE CONTRACT FOR FACILITIES MANAGEMENT SERVICES
FAYETTE COUNTY COURTHOUSES**

CONTRACT # _____

This is an Agreement entered into on 12 / 6 / 2012 between Lexington-Fayette Urban County Government (hereafter LFUCG) a public entity of the Commonwealth of Kentucky ("LFUCG") and Meridian Management ("Vendor") authorized to do business in the State of Florida in response to **Request for Proposal # 31-2012**.

The parties to this Agreement, in consideration of the mutual covenants and promises contained in it, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, agree as follows:

Article I. TERMS

Section 1.01 The Vendor is an independent contractor pursuant to Kentucky law. The Vendor assumes full responsibility for completion of the services described below in accordance with Request for Proposal # **31-2012** submitted to LFUCG by Vendor, and the Vendor's response submitted to the LFUCG, the provisions of which are incorporated into this Contract by reference, as if fully restated in the contract. The term Fayette County Courthouse's, used in the proposal, is referred to as LFUCG in this contract document. The term Administrator includes the LFUCG Contract Administrator or designee. Facility means the Fayette County Courthouse's, Lexington, Kentucky.

Section 1.02 The Vendor shall begin performance under the terms of this Agreement no earlier than **January 13, 2013** and complete performance to the satisfaction of the County no later than **January 12, 2018**.

Section 1.03 The total costs for the Routine Facility Management Services are contained in **Attachment A (RFP#31-2012, SECTION VI – SUCCESSFUL PROPOSER FEE)** of this contract. Payments shall be made in accordance with **Section VI in Attachment A**.

Section 1.04 This Agreement may be renewed. If renewed, it shall be on a yearly basis for annual periods not exceeding a total of Five (5) years after the initial contract. Terms shall be in accordance with RFP# **31-2012**. Renewal shall be at the option of the LFUCG.

Section 1.05 The performance of the LFUCG of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the LFUCG, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. The LFUCG shall give notice to Vendor of the non-availability of such funds when LFUCG has knowledge of such fact. Upon receipt of such notice by Vendor, Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

Article II. SCOPE OF SERVICES

Section 2.01 Vendor shall provide all management, supervision, labor, materials, supplies, and other required items to complete all required Facilities Management Services in the Fayette County Courthouse's, as described in **Attachment A (RFP#31-2012, SECTION IV – SCOPE OF SERVICES)** of this contract document, the Vendor's Technical Proposal and subsequent clarifications, all of which is to be performed in strict accordance with the General Conditions, Special Conditions and specifications of RFP # **31-2012**.

Section 2.02 It is intended that the Vendor shall perform a majority of the work under this Contract with its own forces, and shall not delegate, subcontract or direct a third party to perform any portion of the work except with the prior written approval of and under the conditions stipulated by the County.

Article III. LFUCG'S RESPONSIBILITY

Section 3.01 Pursuant to Section 4.01 of this agreement, the LFUCG shall endeavor to mail the Vendor's payment within thirty (30) days after receipt of an acceptable invoice and receipt, and after inspection and

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acceptance of the goods, services or both, if provided in accordance with the terms and conditions of the applicable purchase order/agreement

Section 3.02 The LFUCG or its designees may, during regular business hours inspect the Vendor's books and records as they may pertain to the costs incurred in furnishing the services and materials described in this Contract and RFP #31-2012, as deemed necessary by the LFUCG. The LFUCG reserves the right to request periodic reports.

Article IV. UNITS OF DELIVERABLES AND INSTRUCTIONS FOR INVOICE SUBMITTAL

Section 4.01 Vendor shall submit invoices in the format shown below. Invoices must be approved by the LFUCG Administrator before being submitted for payment. The Administrator shall certify that prices for supplies are monitored and approved as submitted.

- a) Adjustments shall be made at the discretion of the Administrator for additional work or reduction of work, if required, as determined by the LFUCG in advance. Work must be completed and approved by the Administrator before payment can be processed. Overtime is allowed, upon advance written approval of the Administrator, in accordance with the Fair Labor Standards Act.
- b) All bills and invoices for fees or other compensation for services or expenses shall cite the Agreement number and shall be submitted to the Administrator in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.
- c) **INVOICES:** A total invoice shall be submitted monthly on the fifth working day of the following month. Periodic reports may be requested by the Administrator for review.
 - 1. Example of Invoice: To be agreed upon on first submission.
- d) **OTHER:** Invoices for commodities or services not classified above shall be negotiated between Vendor and LFUCG. Invoices shall be submitted in detail for a proper pre-audit and post-audit of them. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought.

Article V. SPECIFIC CONDITIONS FOR THIS CONTRACT

Section 5.01 All performance of work shall be subject to inspection and approval by the Administrator or designee, as provided in RFP #31-2012. If the Vendor's performance is or becomes unsatisfactory, as reasonably determined by the Administrator, the vendor will be notified in writing. The vendor will be given a reasonable amount of time to either correct the unsatisfactory situation or respond to the LFUCG as to why the situation is beyond control of the Vendor. The correction of unsatisfactory performance within the Vendor's control shall be at no additional cost to the LFUCG.

Section 5.02 The contract specifications may be amended from time to time, as deemed necessary by the Administrator. Changes must be approved by the LFUCG Urban County Council and signed by the Mayor. Changes may involve the reallocation of work among the routine work personnel, increases or decreases in routine work man-hours, changes in work procedures, changes in shift times, changes in supply items and the like.

Section 5.03 In the event of additions to or decreases in the man-hours required for routine work, as the Administrator may direct, the approved work-hours shall be increased or decreased as appropriate.

Article VI. NON-PERFORMANCE OF WORK

Section 6.0 1 The Administrator and/or his designated alternate will conduct random inspections of the facilities to determine if the Vendors services are satisfactory. The LFUCG will inform the Vendor in writing within five (5) workdays of any conditions that are considered unsatisfactory. The Vendor shall have five (5) work days to either correct the condition or explain to the LFUCG as why it can not be corrected.

Section 6.02 Routine work will be considered not to have been performed when any one of the following conditions exists:

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- a) The prescribed work tasks in an area were not performed within agreed response times.
- b) Specified equipment, parts and/or materials were not used or could not satisfy and/or sustain operating requirements at the time of the performance of the work.
- c) The required P.M. tasks were not performed within the scheduled interval.
- d) The work is of such quality as to require it to be done again.
- e) Ineffective use of staff.

Section 6.03 Minor Project work will be considered not to have been performed when any one of the following conditions exists:

- a) The tasks were not performed in strict accordance with the project performance standards.
- b) Specified equipment, parts and/or materials were not used or could not satisfy and/or sustain operating requirements at the time of the performance of the work.
- c) The project tasks were not performed within the period specified in the work order.
- d) The project tasks as requested by written work order were not completed in its entirety.

Article VII. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Section 7.01 Vendor covenants and agrees that it, its agents and employees will comply with all municipal, county, state, and federal laws, rules, regulations, and ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

Section 7.02 If any strike, boycott, picketing, work stoppage, slow down, or other labor activity is directed against the Vendor at the Fayette County Courthouse's, which results in the curtailment or discontinuation of services performed by the Vendor, the LFUCG shall have the unrestricted right during the period of the strike, work stoppage, or slow down to cause itself or any third person or persons to perform such services of Vendor as would otherwise be provided using such equipment which is used by the Vendor, and without cost to the LFUCG. Vendor shall not be entitled to payment during the period, or during the time of war, acts of God, or natural disasters in which routine or non-routine work can not be performed.

Article VIII. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Section 8.01 This Contract and all rights and responsibilities there under, may not be assigned by Vendor.

Section 8.02 It is intended that Vendor shall perform a majority of the work under this Contract with his own forces, and shall not delegate or subcontract or direct a third party to perform any portion of the work except with the prior written approval of, and under the conditions stipulated by LFUCG.

Article IX. EQUIPMENT, MATERIALS, AND SUPPLIES

Section 9.01 The Vendor shall furnish all supplies necessary to completely and effectively perform all work defined in this Contract.

Article X. STORAGE SPACE: Contractor shall store its supplies, materials, and equipment in storage areas designated by the Administrator. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations.

Article XI. ACCESS

Section 11.01 Access to the buildings at the facility shall be as directed by the Administrator at the Facility. Contractor's employees may not leave their assigned work area during working hours except in case of emergency and with the approval of the Administrator or his designee.

Section 11.02 Contractors employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee.

Article XII. EMERGENCY: The Contractor shall make his entire work force assigned to the Fayette County courthouse's and materials to secure the Facility available for protection of life and property in the event of a disaster such as, but not limited to, hurricanes, tornadoes, floods and fires. The Contractor shall do such work as directed by the Administrator and shall keep all pertinent records of work performed. The

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Contractor shall be separately reimbursed by change order for all such work performed which is beyond the scope of this contract.

Article XIII. SAFETY: For all operations requiring the placing and movement of equipment, Contractor shall observe and exercise, and compel its employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement and activities of the visitors and employees of the Courts. All placement, movement, activities, operation, and performance of work will be done in a safe manner. Contractor shall abide by all OSHA safety regulations and shall have regular monthly safety meetings with all employees.

Article XIV. SECURITY CHECKS: Before hiring an employee to work at the Fayette County Courthouse's, Vendor shall first obtain and review a security background report from the local police department covering the prospective employee and subcontractors. Contractor to verify background of all prospective employees.

Article XV. ALCOHOL AND NARCOTICS: The Vendor covenants and agrees that it will not bring or permit to be brought into the Facility any beer, wine, or spirits; narcotic, hallucinogenic, or dangerous drugs, nor cannabis. Vendor will take disciplinary action commensurate with the circumstances against any employee who brings onto or uses on the Facility any of these substances. The vendor will perform pre-employment drug testing on all potential applicants before they are allowed access to the Facility.

Article XVI. KEY CONTROL: The Vendor shall be solely responsible for any keys to buildings or Facilities furnished to it or its employees. Should keys be lost or stolen, it will be the responsibility of the Vendor to notify the LFUCG within 24 hours of such finding. The LFUCG may re-key any structure at its option. Should the decision be made to re-key, this shall be charged at the full cost of re-keying to the Contractor and withheld from monies due the Contractor.

Article XVII. PERFORMANCE EVALUATION MEETINGS: The Vendor or his representative shall meet with the Administrator weekly during the first month of the term of the Contract. Additional meetings shall be as often as necessary at the discretion of the Administrator. The purpose of these meetings is to resolve identified problems and issues that arise during the term of the Contract.

Article XVIII. CONFLICT IN DOCUMENTS: If there is a conflict between any of the terms of this Contract and other documents referenced in this Contract, conditions stated in the RFP take precedence.

Article XIX. CANCELLATION: Either the County or Vendor, giving **Ninety (90)** days advance written notice, may cancel this contract. The LFUCG shall be liable only for payment of services rendered, allowable expenses incurred or both, prior to the effective date of termination within the limits of the description provided in this Contract.

Article XX. STANDARD CONDITIONS

Section 20.01 RISK: Each party assumes any and all risk of personal injury, death and property damage attributable to the negligent acts or omissions of that party and its officers, employees and agents. Vendor also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with the Vendor or otherwise acting or engaged to act at the instance of the Vendor in furtherance of Vendor fulfilling Vendor's obligations under this agreement.

Section 20.02 INSURANCE: The Vendor will maintain in full force and effect the types and amounts as depicted in RFP #31-2012.

Article XXI. CHANGES APPROVED: Any renewals, amendments, alterations or modifications to this Contract must be signed or initialed and approved by the signatories to this Contract.

Article XXII. GOVERNING LAWS: The validity, construction and effect of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. The LFUCG is entitled to the benefits of

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sovereign immunity, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license or authorization as a prerequisite to perform its obligations under this Agreement, the cost shall be borne by the party required to obtain such permit, license or authorization.

Article XXIII. CONFLICT OF INTEREST: The Vendor certifies that to the best of its knowledge and belief, no individual employed by it or subcontracted by it has an immediate relation to any employee of the LFUCG who was directly or indirectly involved in the procurement of the services described in this Agreement. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the LFUCG.

Article XXIV. INDEMNIFICATION AND HOLD HARMLESS: Both the LFUCG and the Vendor agrees to indemnify and hold free and harmless, and defend each other and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or are alleged to have arisen, or resulted or are alleged to have resulted from activities of every kind and nature whatsoever of either party or its officers, employees, agents and contractors, in connection with this Agreement.

Article XXV. FORCE MAJUERE: The Vendor will not be held responsible for the costs related to repairs or responsive services that result from Acts of God, negligence or vandalism by others or other situations beyond the control of the Vendor.

Article XXVI. TERMINATION: Each term and condition of this Contract is material and any breach or default by the Vendor in the performance of each such term and condition shall be a material breach or default of the entire Contract for which the LFUCG shall have the right to terminate this Contract immediately upon notice to the Vendor and without termination penalty to the LFUCG.

Article XXVII. RELATIONSHIP: It is understood and agreed that nothing contained in this Contract is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting Vendor as the agent or representative of the LFUCG for any purpose in any manner whatsoever. Vendor is not authorized to bind the LFUCG to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that the Vendor and LFUCG are partners or that the Vendor is the agent or representative of the LFUCG for any purpose or in any manner whatsoever.

Article XXVIII. REPRESENTATIVES: The Administrator of this Contract for the LFUCG is the **Director of Facilities & Fleet Management** (or Designee). The Vendor's representative for purposes of this Contract shall be **Elliot S. Horne**, (or Designee).

Article XXIX. NON-DISCRIMINATION: It is the policy of the LFUCG that no citizen of the United States or any other person within the jurisdiction there-of shall, on the grounds of race, religion, color, sex, age, handicap, veteran status or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the LFUCJG. The Vendor/Contractor shall abide by this same policy.

Article XXX. CONTRACT DOCUMENTS: All documents submitted as part of Vendor's offer are incorporated into this Agreement by this reference. In case of inconsistency, between any provision in any such documents and the provisions of this Agreement, the provisions of this Agreement will govern. This Agreement and such documents embody the entire agreement of the parties and there are no other representations, promises, agreements, conditions or understandings, either oral or written between the LFUCG and Vendor other than are set forth in this Agreement. No subsequent alteration, amendment change or addition to this Agreement shall be binding upon either the LFUCG or Vendor unless reduced to writing and signed by them and by direct reference made a part of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have signed this Contract effective beginning on the date first appearing above.

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VENDOR

Meridian Management Corporation
818 A1A North, Suite 300
Ponte Vedra Beach, FL 32082

By: 
*Signature

As its: **President**

** By the signature of the person
signing for the Vendor, such
person represents that such person is
authorized to bind and does bind
the Vendor to this Agreement.*

COUNTY

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

By: 
*Signature

As its: **Mayor**

Approved as to form and legality

By: 

As its: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #1

RFP Number: 31-2012

Date: September 17, 2012

Subject: Facilities Management Services - Fayette County Courthouses

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

TO ALL PROSPECTIVE BIDDERS:

- 1) Floor plans will be provided in Addendum #2 to follow.
- 2) Pre-bid sign-in sheet attached.
- 3) List of inventory items 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: Mesidian Management Corporation

ADDRESS: 818 A1A North, Suite 300, Ponte Vedra Beach, FL 32082

SIGNATURE OF BIDDER: Elliott S. Horne
Elliott S. Horne, President



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #2

RFP Number: 31-2012

Date: September 21, 2012

Subject: Facilities Management Services – Fayette County Courthouses

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

TO ALL PROSPECTIVE BIDDERS:

- 1) RFP opening deadline has been extended to October 5, 2012, 2:00 pm.
- 2) Terms and Conditions of current contract attached.
- 3) See answers to Q&A on spreadsheet provided.

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: Meridian Management Corporation

ADDRESS: 818 A1A North, Suite 300, Ponte Vedra Beach, FL 32082

SIGNATURE OF BIDDER: _____

Elliott S. Horne, President



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #3

RFP Number: 31-2012

Date: September 28, 2012

Subject: Facilities Management Services – Fayette County Courthouses

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

TO ALL PROSPECTIVE BIDDERS:

- 1) Please replace Page 45, Section VI, of specification with attached.
- 2) See answers to Q&A 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: Meridian Management Corporation

ADDRESS: 918 Allen North, Suite 300, Ponte Vedra Beach, FL 32082

SIGNATURE OF BIDDER: [Handwritten Signature]

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

AFFIDAVIT

Comes the Affiant, Elliott S. Horne, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Elliott S. Horne and he/she is the individual submitting the proposal or is the authorized representative of Meridian Management Corporation, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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.



Signature

Meridian Management Corporation

Name of Business

General Janitorial Activities:

All Building Entrance Areas: Interior & Exterior Frequency

1. Clean all entry glass and window ledges, including doors. Daily
2. Vacuum all corridor carpets and entrance mats. Daily
3. Spot clean carpet and entrance mats. Daily
4. Police areas around entranceways. Pick up litter, trash, cigarette butts, etc. Daily
5. Empty trash containers, replace liners & wipe down trash receptacles. Daily
6. Empty & damp wipe ash urns, clean cigarette butts from urns and Daily
7. replenish sand. Sweep front entrance areas / walkways.
8. Clean and sanitize drinking fountains. Daily
9. Dust/clean all trim, signage, picture frames, silk plants, baseboards, etc. Weekly
10. Dust Walls – within reach. (Spot Daily)
11. Treat metal trim and doors as appropriate and polish wood trim. Monthly
12. Clean door thresholds. Daily
13. Dust/clean light fixtures. Monthly
14. Clean ceiling supply and return air vents. Monthly
15. Wash trash cans and urns – inside and out. Weekly

Office Areas, Courtrooms, Judges Chambers, Conference Rooms & Misc. Areas

1. Empty all waste baskets and trash receptacles to designated area. Daily
2. Replace all trash can liners accordingly. Daily
3. Breakdown and remove all cardboard – dispose in recycling bins. Daily
4. Empty desk side recycling bins in to larger area collection bins. Daily
5. Dust all horizontal surfaces below 6 ft. (excluding cubicle surface.) Daily
6. Vacuum all carpeted traffic lanes. Daily
7. Spot clean common area carpet. Daily
8. Spot clean all partition glass. Daily
9. Clean & sanitize drinking fountains; Spot clean doors, frames & hardware Daily
10. Spot clean walls & light switches. Daily
11. Sweep & wet mop vinyl composition tile and/or quarry tile. Daily
12. Sweep & mop (using nearly dry mop) quarry tile. Daily
13. Spot clean doors, frames and hardware. Daily
14. Dust all vertical surfaces, walls & partitions in office areas. Weekly
15. Dust all high ledges, shelves, picture frames, signage, etc. Weekly
16. Vacuum all accessible carpet. Weekly
17. Clean internal glass panels to include wood doors, cubicle panels and Weekly
18. bulletin boards.
19. Dust/clean all trim, signage, picture frames, silk plants, baseboards, etc. Weekly

20. Detail vacuum & vacuum upholstery. Monthly
21. Clean ceiling supply and return air vents. Monthly
22. Apply furniture polish to doors and woodwork. Monthly
23. Dust blinds & window ledges. Monthly / as needed
24. Dust / spot clean louvered light fixtures. Monthly / as needed
25. Dry clean carpeted traffic lanes. Quarterly / as needed
26. Dry clean all accessible corridor carpet. Annually
27. Dry clean all accessible interior carpets. Annually

Breakrooms

1. Empty all waste baskets & trash receptacles to designated area. Daily
2. Wipe down all trash cans and lids & replace liners. Daily
3. Clean kitchen sinks, countertops, tables & chairs, etc. Daily
4. Wipe down ice machines, microwaves (inside & out), small appliances, Daily
5. drink, and snack machines.
6. Sweep & mop VCT. Daily
7. Spot clean doors, frames, and hardware. Daily
8. Spot clean walls & light switches. Daily
9. Dust/clean all trim, signage, picture frames, silk plants, baseboards, etc. Weekly
10. Clean ceiling supply and return air vents. Monthly
11. Wash trash cans inside & out. Weekly
12. Restrooms / Locker rooms
13. Empty all trash receptacles and replace liners; thoroughly clean mirrors. Daily
14. Clean & disinfect toilets, lavatories, urinals – inside & out; Daily
15. Clean toilet seats and upper & lower sides using a germicidal cleaner.
16. Clean all lavatory hardware and chrome fixtures, including towel, soap, Daily
17. and toilet dispensers, chrome partition parts, door kick plates, etc.
18. Clean with damp cloth all around lavatories, toilets, and urinal dividers. Daily
19. Refill all towel and tissue holders, soap dispensers, and sanitary napkin machines. Daily
20. Empty sanitary napkin disposal boxes and replace liners. Daily
21. Spot clean all toilet partitions. Daily
22. Spot clean / wash restroom walls. Daily
23. Sweep & mop floors. Daily
24. Clean ceiling supply and return air vents. Monthly
25. Wipe down lockers – exterior only, where applicable. Weekly
26. Vacuum all carpet areas, including mats. Daily
27. Dry clean carpet areas. Quarterly
28. Sweep & Mop VCT. Daily
29. Clean and sanitize shower areas; including fixtures, floors, walls, etc. Daily

ELEVATORS

1. Clean elevator door tracks. Daily
2. Sweep & mop VCT (if applicable). Daily
3. Vacuum carpet (if applicable). Daily
4. Dry clean carpet cab floors (if applicable). Quarterly / as needed
5. Wipe down/clean cab walls, mirrored surfaces, etc. Daily
6. Wipe down elevator doors, inside and out. Daily
7. Janitorial Closets Maintain neat, clean & organized janitorial closets; sweep closets. Daily (Mop Weekly)
8. Clean all floor drains. Weekly
9. Clean ceiling supply and return air vents. Monthly
10. Wash walls and partitions floor to ceiling. Monthly

Landscaping

Scope of work

The service provider will provide all necessary labor, material, equipment and fully trained personnel to properly maintain all developed land areas within the contract limits including but not limited to lawns, shrubs, groundcover, landscape trees, vines and flowers along with removing litter that has accumulated on the property during regular scheduled site visits.

Turf Management

All turf areas covered by this contract will be maintained in a first-class manner at all times. The quality of turf is to be determined by density, color, and uniformity.

The work required will include all labor, supervision, equipment, tools and materials to complete the work outlined in these specifications and in accordance with professional turf management. Precaution will be taken to prevent damage to turf, trees, shrubs, site fixtures, and parked cars when doing work on the landscape procedures, for the respected service region:

Mowing and Trimming:

- Turf will be cut at a height of three (3) to four (4) inches as conditions dictate using a
- rotary-type mower, or reel-type mower. Blades must be sharp and balanced at all times.
- Mowing will be done according to the schedule provided, weather permitting. The total number of mowing in this contract is provided as an embedded document on the excel spreadsheet, and should provide for gradual take down of grass in winter months and leaf removal. Mowing patterns will be employed to encourage up right growth and permit the recycling of clipping where possible.
- Excessive clippings resulting from growth rates exceeding proposed frequencies or that remain as clumps will be removed from turf areas.
- Clippings will be removed from all paved or mulched areas after each mowing.
- Trimming around trees, shrubs, signs, and foundations will be performed with each mowing. Work will be performed using hand labor or mechanical devises to present a neat and trim appearance.
- All walks, curbs and hard surfaces will be edged using mechanical methods concurrent with each mowing.
- All bed lines, tree rings and hardline surfaces will be edged at each mowing.

Fertilization and Pest Control:

- All lawn areas will be fertilized per specifications using a balanced blend of commercial grade fertilizers.
- Fertilizer will consist of a minimum of fifty percent (50%) slow release nitrogen that will deliver 1.0lbs A/I Nitrogen per 1,000 square feet.
- All lawn areas will be treated two times per year with pre-emergent herbicide weed control (fall application weed & feed granular, spring application liquid).

- All lawn areas treated for turf damaging insect activity, as to reduce turf injury, treatments will occur when insect activity is observed, for additional charge.
- Lawn areas with broadleaf weeds will be spot treated for control as observed for additional charge.

Shrub and Landscape Bed Management:

Scope:

The work required will include all labor, supervision, equipment, tools and materials to complete the work specified in accordance with professional horticultural and ornamental practices.

Pruning:

All shrubs will be pruned per specifications per season. Care will be taken not to remove too much of the leaf/flower surface areas, as not to cause plant injury. Pruning will include removing dead and/or diseased branches, as to include excess suckers, shoots, and irregular growth.

Fertilization:

- Shrubs will be fertilized one (1) time per year in the fall season.
- The fertilizer program for shrubs will provide the equivalent of 1.0lbs A/I per 1,000 square feet.
- All fertilizers will be applied by hand, or hand held broadcast spreader.
- Fertilizer will be commercial grade, granular, and/or liquid Minimum 25% slow release.

Weed Control:

- All weeds are to be removed on a continual basis
- Chemical weed control will be used in shrub beds, tree rings, hardscapes (crack weeds), and along all fence lines.
- Mature weeds will be removed by hand; beds will be treated two (2) times per year with pre-emergent herbicide.
- If Bermuda grass or other perennial weeds are evident within a bed or in asphalt and concrete areas, post emergent herbicide will be sprayed on those weeds. The herbicide will be applied in such a way as to insure it does not contact any desirable plant material within the bed.

Shrub and Groundcover Disease-Insect control:

- All shrub plant material will be inspected not less than one (1) time per month.
- Insecticides and/or Fungicides will be applied by licensed applicator. Treatments will be made on an as needed basis for an additional charge to prevent damage to plant material.
- The principals of integrated pest management. (IPM) will be followed when applicable. The pest management program will introduce the least amount of chemical into the landscape as is necessary to achieve acceptable levels of control of pest populations for an additional charge.

Landscape Tree Management:

Pruning:

- All landscape trees will be pruned to a height of eight (8) feet throughout the season as to remove all dead, damaged, and low-hanging branches upon request for an additional charge
- Ornamental trees will be fertilized one (1) time per year in the fall season (liquid and/or granular fertilizers).

Mulch Application

- Spring Application–March / April
- Fall Application–October / November
- Mulch of the finest quality will be fresh, clean and free of debris and litter. Beds will be edged with distinctive edge or ridge to enhance appearance. Excess mulch will be cleaned up and removed from site.

Seasonal Color

Spring Color–April / May

Fall Color–October / November

All beds will be built up with nutrient rich planting medium raked into proper shape to maximize the visibility and display potential and to provide adequate root development. The finest quality of annuals will be used and depending on availability annuals may be provided. General Maintenance to include: deadheading to promote blooming, regular fertilization, disease and pest control as required, and replacement of plants lost to cultural reasons.

Irrigation System Maintenance:

This section covers basic irrigation system repair, maintenance, and system-wet checks.

Scope of work:

- The work will include all labor, supervision, equipment, tools to complete the work specified in accordance to standard irrigation procedures.
- Service provider will operate and inspect irrigation system zones, time clocks, and pump stations not less than one (1) time per year at season startup. Service provider will report all needed repairs, and execute repair by written work order.

Any system damage during mowing maintenance operations will be repaired at no cost to the Service Provider not responsible for system vandalism by others, and/or acts of God beyond Service Provider control; this includes all electrical, pumping systems, spray heads and/or in ground line breaks due to construction activity, tree root intrusion, etc.

HVAC Maintenance:

The Service Provider is not to assume any responsibility for parts, materials, refrigerant, labor, and travel expenses other than that required to perform the required services.

Service Provider will provide/perform following:

1. Lubricate and adjust equipment as required;
2. Paint equipment, as reflected in schedule, to protect from deterioration;
3. Furnish emergency services between scheduled visits, in a 24 hour, 7 day week basis.
4. Service Provider will inspect and make recommendations regarding the following items as related to the equipment as listed in schedule:
 - o All starters
 - o Refrigerant piping between two or more pieces of equipment
 - o Insulation on equipment, water boxes and piping
 - o Electrical wiring from the starter to its respective motor, etc.
 - o All pressure and temperature controls, flow switches, gauges, thermometers, dampers,
 - o traps, thermostats, control devices and valves.
 - o Circuit breakers, disconnect switches and valves where applicable as the first mean of
 - o isolation of a covered device or piece of equipment for purposes of service or repair

The Service Provider's Service and Maintenance coverage will include as standard services:

- a. Annual shutdown inspection
 - b. Quarterly operating inspections
 - c. Start-up inspection
 - d. Brush cleaning of condenser tubes as necessary, but at least once per year to maintain design conditions. Schedule to be coordinated with Sheriff's Office
 - e. Brush cleaning of the cooler tubes as necessary, but at least once every three (3) years to maintain design conditions. Service Provider is to determine from LFUCG if current contract year is the year for this service to be provided. Schedule to be coordinated with LFUCG
 - f. * Perform non-destructive testing annually as follows:
 - o Eddy current testing of condenser and evaporator tubes
 - o Insulation and resistance testing
 - o Infrared inspection of all electrical chiller related components
 - g. * Perform analysis services as follows: Oil and refrigerant
- * With reference to all testing and analysis services (non-destructive testing and analysis services), Service Provider will furnish LFUCG with copies of the test and analysis reports upon completion of such testing and/or analysis.

TRANE CENTRIFUGAL CHILLERS

Quarterly Operating Inspections

- a. Check in with Owner/Agent
- b. Review logs and resolve any operational problems
- c. Leak check and repair as necessary (High and Low side)
- d. Review purge units:
 - i. Check for non-condensables

- ii. Check for water accumulation; drain and record as necessary
- iii. Verify operation of the purge system
- e. Check refrigerant charge
- f. Check all safety and operating controls – calibrate as necessary
- g. Starters:
 - i. Inspect and vacuum as necessary
 - ii. Check contacts
 - iii. Check and record amperage and voltage readings
- h. Record chiller log readings and review same with LFUCG
- i. Verify and adjust, as necessary, chiller operation pressure drop settings and water flow rates in accordance with equipment design specifications and system operating parameters to ensure proper operation.
- j. Check out with LFUCG and leave copy of work sheet and log readings

Routine Start-Up Inspection:

- 1. Review logs and resolve any operational problems
- 2. Start and check operation of auxiliary equipment
- 3. Start machine and check operation:
 - a. Check purge
 - b. Check oil temperature and pressure
 - c. Check refrigerant and oil levels
 - d. Check and calibrate safety and operating controls
 - e. Leak check equipment (High and Low side)
- 4. Check operation of starter:
 - a. Record amperage and voltage readings
 - b. Inspect and vacuum as necessary
- 5. Log machine and review results with LFUCG
- 6. Check out with LFUCG and leave copy of work sheet and log readings

Shutdown Inspection

- 1. Review chiller logs and resolve any operational problems
- 2. Pressurize chiller and leak test (High and Low side) utilizing EPA Regulations and guidelines
- 3. Change oil and filter
- 4. Change refrigerant dryer cores
- 5. Check purge unit as follows:
 - a. Float valve operation
 - b. Solenoid valve
 - c. Relief valve
 - d. Compressor
 - e. Disassemble and clean purge drum

Starters:

- a. Inspect condition of contacts
- b. Inspect mechanical interlock
- c. Inspect wires and tighten all connections
- d. Inspect dash pots/overload protection devices and verify overload setting
- e. Vacuum control cabinets
- i. Inspect and verify operation of all operating and safety controls, including flow or differential pressure switches as applicable
- ii. Inspect oil sump, as follows:

- f. Meg oil pump motor
- g. Check motor terminals and tighten
- h. Check starter
- i. Clean all strainers
- j. Check oil temperature
- k. Clean sump as required
- l. Review all work with LFUCG

COOLING TOWER

Routine Operational Inspection

- 1. Review logs and resolve any operational problems
- 2. Inspect, clean and adjust as necessary:
 - i. Structural supports
 - ii. Eliminators
 - iii. Float assembly
 - iv. Sump
 - v. Strainers
 - vi. Nozzles and orifice(s)
 - vii. Gear boxes
 - viii. Drive assemblies
- 3. Inspect and clean as necessary:
 - i. Bleed system
 - ii. Drain system
 - iii. Water make-up
- 4. Inspect and verify operation of items that assure freeze protection
- 5. Inspect all wiring and contacts
- 6. Measure and record all operating volts and amperage
- 7. Lubricate all bearings
- 8. Inspect all pulley(s), belts, bearings, fan wheels and couplings
- 9. Inspect for chemical leaks and advise Owner/Agent of same
- 10. Complete log and review with Owner/Agent

Shutdown Inspection

- 1. Review logs and resolve any operational problems
- 2. Inspect, clean and adjust as necessary:
 - i. Structural supports
 - ii. Eliminators
 - iii. Float assembly
 - iv. Sump
 - v. Strainers
 - vi. Nozzles and orifice(s)
 - vii. Gear boxes
 - viii. Drive assemblies
- 3. Inspect all access doors, panels, guards
- 4. Inspect and verify operation of items that assure freeze protection
- 5. Inspect all wiring and contacts
- 6. Megger test all motors and record readings
- 7. Inspect all starters and tighten all terminal connections
- 8. Inspect all contacts

9. Inspect all pulley(s), belts, bearings and couplings
10. Lubricate all bearings and adjustment slides
11. Inspect all fan wheels
12. Complete equipment log and/or repair forms and review with LFUCG
13. Check out with LFUCG and leave necessary documentation

PUMPS

Quarterly Operational Inspection

1. Review logs and resolve any operational problems
2. Inspect and clean as necessary:
 - a. Pump packing
 - b. Mechanical seal
 - c. Coupling(s)
 - d. Vibration, misalignment
3. Lubricate motor and pump bearings
4. Inspect system for leaks
5. Inspect starters (wiring and contacts) for loose connections
6. Measure and record all operating volts and amperage
7. Inspect system expansion tank
8. Complete log and review with LFUCG

Shutdown Inspection

1. Review logs and resolve any operational problems
2. Inspect, clean and adjust as necessary:
 - a. Pump packing
 - b. Verify flow in sealing line
 - c. Mechanical seal
 - d. Coupling
3. Vibration, misalignment
4. Water boxes and strainers
5. Verify alignment and secure all mounting/hold down points
6. Lubricate motor and pump bearings
7. Inspect system for leaks
8. Inspect starters for loose connections, and all wiring and contacts
9. Megger test all motors and record readings
10. Measure and record all operating volts and amperage
11. Inspect and verify accuracy of all pressure/temperature gauges
12. Inspect system for leaks
13. Complete equipment logs and review with LFUCG

Non-destruction testing

Eddy Current Testing

Service Provider will test the condenser tubes each year this agreement is in force. Service Provider will perform this test, at least once during any three (3) year time period, of the evaporator tubes. Test results are to be given to LFUCG along with actions

taken by Service Provider to correct deficiencies and/or recommendations of actions needed. All parts, materials, rigging and labor required to perform these tests are the responsibility of the Service Provider. Testing and evaluation will be in accordance with ASTM Designation E-243-85 utilizing a Level II Operator that is qualified to SNT-TC-1A guidelines.

All test reports are to be reviewed and certified by an ASNT Level III Technician, who is certified by national examination. Reports will contain the following information, as a minimum:

- Name and address of testing Successful Bidder
- Name and address of testing site, including date of test
- Test unit name plate data
- Name of ECT Operator, designation and Owner's representative
- Test certification signature and date
- Instrument type calibration and standards
- Description of the tubes within the heat exchanger

Test results will include the following, as minimum:

- Tube bundle layout, including location of support sheets
- Listing of any tube defects, type and location
- Comparison chart of defect compared to good tubes
- Summary of test results, including interpretation and recommended corrective action.

Insulation Resistance Testing

Service Provider will test all motors listed on the Schedule of Equipment coverage and record readings each year this agreement is in force. Test results are to be given to LFUCG along with actions taken by Service provider to correct deficiencies and/or recommendations of actions needed.

Infrared Inspection

Service Provider will test all electrical connections associated with all equipment listed on the Schedule of Equipment coverage and record readings each year this agreement is in force. Test results are to be recorded for permanent record and given to LFUCG along with actions taken by Service provider to correct deficiencies and/or recommendations of actions needed. All personnel performing this inspection will follow all applicable safety regulations, codes and be certified by the Service provider. Test results will include the following as a minimum:

- Problem areas (location of hot spot)
- Indicate temperature rise between hot spot and normal area
- Phase unbalance (if present)
- Cause of heat rise
- Picture of potential problem areas

Analysis Services *

Service Provider will provide services, as listed below, on all appropriate equipment listed on the Schedule of Equipment coverage and record readings each year this agreement is in force. Test results are to be given to LFUCG along with actions taken by Service Provider to correct deficiencies and/or recommendations of actions needed.

- a. Oil Analysis - Spectrochemical

- Wear metals (PPM)
- Water content (PPM)
- Total Acid number **
- Viscosity (Saybolt Seconds Universal)
- Free Chloride (PPM)

b. Refrigerant Analysis

- Acidic condition
- Free water content

* All analysis services are to be certified by Service Provider and sent to LFUCG

** Measured in milligrams potassium hydroxide to neutralize one gram of sample

ATTACHMENT "A"
PAGES 1-27



Lexington-Fayette Urban County Government Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #31-2012 Facilities Management Services – Fayette County Courthouses** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **September 28th, 2012**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #31-2012 Facilities Management Services – Fayette County
Courthouses**

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
4. Familiarity with the details of the project.
5. Degree of local employment to be provided by the person or firm.
6. Estimated Cost of Services

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Sondra Stone
Division of Central Purchasing
ssone@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2012.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

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.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

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

**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 proposals.
- 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 Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful proposer 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, submitters 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 RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal 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 PROPOSER

- 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 the proposal.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers 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 Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers 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 proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal 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. Proposer 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 proposal 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 proposal.

- D. Documentation of Proposer'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 the proposal. Proposers 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 proposal, 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 LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business 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

TTYRA@commercelexington.com

859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown

sbrown@tsmsdc.com

502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC

ddharbut@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 # _____

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.			
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.

Company_____
By_____
Date_____
Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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.					
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.

Company_____
Date_____
Company Representative_____
Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	RFP Package / RFP Date

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

(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.

Company

Company Representative

Date

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 # _____

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

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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 proposal 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.

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.

Company

Company Representative

Date

Title

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this 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

Date

ATTACHMENT "A"
PAGES 28-46

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
DEPARTMENT FOR GENERAL SERVICES
DIVISION OF FACILITIES & FLEET MANAGEMENT**



**REQUEST FOR PROPOSALS
FACILITIES MANAGEMENT SERVICES
FAYETTE COUNTY COURTHOUSES**

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SECTION I – GENERAL

OBJECTIVE

The objective of this RFP is to identify a facilities service provider with an experience in managing facility services that can drive and demonstrate significant reduction in the cost of operating the facility while improving the quality and level of services. The long range achievements expected by LFUCG, in order of importance, are as follows:

- Reductions in facility operating, maintenance and repair costs without negatively affecting service quality and service levels.
- Continuity in facility-related administrative and operational processes/procedures
- Maintaining or enhancing services while increasing current levels of occupant satisfaction with leadership and innovation.

SECTION II – PROPOSER INFORMATION

DELIVERABLES

All proposers are expected to prepare documentation supporting all of the following deliverables:

- RFP response package (bids)
- Company Profile
- Corporate experience in facility related services
- Description of Quality Plan and operations control.
- Advantages and value ads of current bidder.
- Plan for Implementation and Execution
- Resumes of resources that would deliver the scope including suppliers and personnel.
- Pricing

The proposals are due to on **9/28/2012** (See Contact Information)

PRE-PROPOSAL MEETING & SITE VISIT

Attendance at the pre-proposal meeting is not mandatory but highly recommended. The pre-proposal meeting will be held at the lobby of the **Circuit Court** on **9/14/2012** beginning at **2:30 PM** (local time).

RFP TIMING

Timing for the RFP process is outlined below:

Release of RFP: 9/7/2012

Pre-Proposal Meeting: 9/14/2012

Facility Tour: 9/14/2012

Deadline for Bidder Questions: 9/19/2012

Bids due by 2:00PM on: 9/28/2012

Start of Services: 1/14/2013

RFP CONFIDENTIALITY

Proposers will be issued materials required to prepare a competent response to the RFP. All documents (electronic or paper) created by the supplier and/or The Owner will be the sole property of The Owner and can not be reproduced or distributed without the written approval of The Owner.

CONTACT INFORMATION

Questions regarding this proposal shall be directed to:

Sondra Stone
Division of Central Purchasing
Lexington-Fayette Urban County Government
Sstone@lexingtonky.gov

SUBMITTING QUESTIONS

Questions and answers, although discussed at the pre-proposal, should be submitted in writing no later than the due date and will be confirmed and answered thereafter in writing, and such writing shall supersede any oral information otherwise provided. All questions and inquires will be answered via electronic mail and provided to all participants to insure fairness in the process. The end date for questions is **4:00 PM** on **9/19/2012**. The Owner expects all proposers to recognize and comply with the following:

1. The proposer has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that the proposer does not fully understand or that the proposer reasonably believes is susceptible to more than one interpretation and
2. The proposer shall explain in its response any and all exceptions, assumptions, and clarifications, variations, or deviations made by the proposer in responding to any requirements of this RFP.

RELIANCE ON ORAL COMMENTS

For purposes of this RFP and questions concerning the RFP, no proposer shall consider any oral representations or statements by an officer, employee, or agent of The Owner to be an official expression of its behalf. Any Attempt to circumvent

this process may result in immediate disqualification from the evaluation process.

SECTION III -RFP RESPONSE OUTLINE

COMPANY PROFILE

Proposers must provide supporting documentation that outlines the answers to all of the following:

PARENT AND SUBSIDIARY OVERVIEW

- State the full name and address of your organization. If you are a subsidiary, please provide the name and address of your parent company.
- Include the name, address, e-mail address, and telephone number of the person in your organization responsible to negotiate contract terms and render binding decisions on contract matters.
- Include your corporate organizational chart with number of employees (locally, nationally, and globally)
- Detail any alliances/partnerships with any other company that will be involved with this proposal and providing service to The Owner.

CORPORATE EXPERIENCE

PRODUCT AND SERVICE OFFERINGS

- **Service Years.** Number of years you or your team has been involved with maintaining facilities. Please list individual customer sites with years.
- **Industries served.** Provide list of markets you are currently performing services for.
- **Service capabilities.** Provide a brief overview of your company's relevant business plan and product and service offering capabilities to perform the requested services and functions for all identified areas of scope. (i.e. Design, Construction, Installation, Management, Demolition, Testing, etc..)
- **Labor Relations.** Provide an overview of your company's labor relations relevant to building management.
- **Customer Relationship.** Provide an overview of your relation and experience with the owner over the past years.

PROPOSAL CONTENT AND STRUCTURE

Please structure the form and content of your proposal in accordance with the requirements of this section. Bidders are to utilize the same headings, numbering system and formats as specified herein.

SECTION I -EXECUTIVE SUMMARY

In no more than two (2) pages, provide a brief overview of your proposal, including the following:

- Specific approaches to be employed to satisfy what your firm feels are the most critical considerations for this assignment
- Specific advantages your firm or team has to offer in relation to this assignment. Omit generalities and vague marketing narrative.
- An itemization of any proposed options to and/or deviations from the RFP requirements.
- Provide the name, title and contact information for the individual who will serve as the focal point for proposal related inquiries and your firm's further involvement in the competitive process
- The assumptions or clarifications made and methodology applied during the formulation of your response.

SECTION 2 -REQUEST FOR INFORMATION

Respond completely, accurately and succinctly to each of the items below:

- Provide the legal name of the entity submitting the proposal.
- Identify the number of years that the entity has been in existence and the number of years that the entity has been providing facility services.
- Provide the addresses of the headquarters location of the entity and of the location, if different, that would be responsible for the day-to-day performance of the services.
- Identify the form of your business of the entity (corporation, partnership, limited liability company etc...) If a corporation, identify the state of incorporation and whether the corporation is public or private
- Provide a summary of clients and properties for which you or your team are currently providing services. Indicate the number of years for which your firm has provided such services to these clients/properties.
- Of those identified in the response to the above item, provide a list of (3) references for a similar assignment. Include the name of the

client, the contact person for that client site, the contact's titles, phone number and address.

- Describe your firm's approach to the assignment.
- Detail any of your firm's special or unique capabilities, technology or operating procedures that would be of direct benefit.
- List any affiliates or joint venture partners your firm intends to utilize in the performance of this assignment. Describe the nature of that utilization and how your firm will coordinate and interact with that affiliate or joint venture partner
- Provide a listing of individual and/or company accreditations, certifications and memberships pertinent to this assignment.
- Describe the quality assurance program that your firm would utilize on this assignment. Include copies of any certifications associated with the Quality program. Please identify the administrator of the program and how long it has been in effect. Discuss your process for monitoring level of service, complaint resolution and customer (occupant) satisfaction and measures to address any shortcomings. Explain and show examples of how you qualify suppliers and staff.
- Discuss your processes and policies regarding utilization of personnel on an overtime basis. Explain how your firm provides cover for personnel on vacation, leave of absence, or illness.

SECTION 3 -TRANSITION PLAN

The proposal shall include bidder's plan for the orderly assumption of responsibility for execution of the proposed facility services for the property. This plan should address:

- Description of transition methodology and philosophy, including aspects of risk mitigation.
- Transition roles and responsibilities, including expectations of involvement and commitment of successful bidder
- Expected deliverables and proposed metrics for determining acceptance by LFUCG.
- Description of transition elements such as:
 - Phasing and timelines (high-level)
 - Service changes required to transition to successful bidder model
 - Process specific transition approach
 - Infrastructure/technology transition approach including technology impacts/requirements.
 - Communication approach and responsibilities
- Readiness testing/assessment approach and responsibilities
- Acceptance procedures and governance
- Approach for transfer of third-party agreements

In addition the plan should respond to the following:

- Please describe how your firm intends to handle the transition, including details on timing, work steps, staffing issues, and critical path.
- Provide a detailed transition plan, approach, work steps, staffing, timing, inventory analysis, understanding of condition, and understanding of service requirements for the mechanical & electrical systems.

SECTION 4 -EXECUTION PLAN

The proposal must include a detailed description of your firm's plan to execute the services that are the subject of this RFP. This execution plan should explain how your firm intends to execute the particular services. The plan should identify those services that will be performed by an on-site staff that your firm would employ and those that would be performed by subcontractors to your firm, if any.

Your firms intended on-site staff shall be fully detailed in a staffing plan or organization chart and supported with management resumes that follow the requirements listed in job descriptions. The staffing plan shall identify all positions and number of personnel and shall include the following:

- Number of titles or functional descriptions of each position;
- An internal organization chart indicating the individuals and reporting structure your firm proposes to implement this assignment;
- Provide a complete description of the proposed organization that will be on site and off-site in support of this service. Include all job titles, job descriptions and how they will interface with each other.

SECTION 5 -DOCUMENT SAMPLES REQUESTED

The execution plan should include a detailed discussion of how your firm will execute the scope of services your firm or team intends to provide. Discuss the technology and any innovative methods that your firm would utilize. Please address in particular the predictive and preventive maintenance programs that would be implemented.

Provide samples of the following documents you propose to utilize for this service:

- Samples of schedule format
- Sample of cost estimation detail and format
- Sample of scope of work for service

- Sample of CMM generated reports
- Sample of Quality Control Plan table of contents.
- Sample of Supplier Pre-qualification program w/printout.

SECTION IV – SCOPE OF SERVICES

SERVICE SCOPE OUTLINE

Proposals are to be based on management coordination of the functions listed:

Contract Administration for:

- Accounting and invoicing
- Benchmarking
- Reporting
- Records Management
- Safety Management
- Human Resources Mgmt for staff
- Environmental
- Task Planning
- Field Support
- Scheduling
- Estimating
- Parts Procurement
- Project Management

Site Maintenance & Repair

- Landscape
- Site Lighting
- Water Features
- Walkways
- Pest Control

Structural Maintenance & Repair

- Overhead Doors
- Truck Docks
- Roofing Systems
- Exterior Preventive Maintenance
- Elevator and Vertical Transportation

Architectural Maintenance & Repair

- Painting Touch up
- Carpentry

Office Management

- Housekeeping
- Floor Matting
- Office Equipment
- Rearrangement and Move Coordination
- Pest Control

- Information Technology
 - CMMS Management
 - Office Equipment Communication (Copier, Fax, Video)
 - Communications
 - Energy Management
 - Remote Monitoring

- Mechanical Maintenance
 - HVAC
 - Plumbing
 - Fire Protection (Management Only)
 - Storm and Wastewater

- Electrical Maintenance
 - Low, Medium, & High Voltage
 - Fire Alarm
 - Control Systems (DDC,..)
 - Lighting
 - UPS & Emergency Generators
 - Mobile Equipment Management

- Waste Management (Management Only)
 - Trash
 - Recyclables
 - Medical
 - Batteries
 - Print toners and Cartridges

- Utility Management

- Energy Management

- Environmental Management

- Equipment Maintenance

- Material Procurement (MRO) and Logistics

SUCCESSFUL PROPOSER MANAGEMENT SERVICE

MANAGEMENT SERVICE RESPONSIBILITIES

The following is an outline of basic management service tasks expected of the successful proposer.

Primary Task is to provide the management and coordination of all existing maintenance activities of Courthouse Complex Buildings and Grounds. The operational hours for the **District Court building** are **24/7** and **8:00 AM to 4:00 PM** for the **Circuit Court building**.

Maintenance activities include but not limited to:

- Preventative Maintenance
- Predictive Maintenance
- Minor Repair Maintenance (less than \$5,000)
- Major Repair Maintenance (More than \$5,000)
- Monitoring of Equipment/Systems working condition, performance and status;
- Procurement of parts associated with the maintenance activities;
- Scheduling
- Tracking
- Reporting

EXECUTION

Successful proposer shall provide the following support function.

1. Preventive and Predictive maintenance for all site permanent assets.
2. Schedule work, prepare work schedules;
3. Assign work tasks;
4. Follow-up work tasks;
5. Procure and obtain parts and supplies for self performed work
6. Produce reports detailing work performed, costs, man-hours and personnel.
7. Establish repair and maintenance budgets and make annual projections;
8. Maintain equipment inventories;
9. Create and maintain an electronic and filing system.
10. Execute work orders, place purchase orders.

The SUCCESSFUL PROPOSER is required to provide appropriate CMM software which lists equipment in and on buildings, lists building systems and identifies a master maintenance schedule per manufacturer's specification.

REPAIR & MAINTENANCE WORK PLAN

The SUCCESSFUL PROPOSER will work closely with LFUCG, Division of Facilities & Fleet Management for the overall scheduling, execution of, and completion of all work.

The SUCCESSFUL PROPOSER will be expected to manage the status, repair and preventive maintenance of the following:

1. Day-to-day operations of all building Mechanical, Electrical, Plumbing systems and process support equipment as per manufacturer's requirements and industry accepted standards in order to meet LFUCG performance standards. Operational activities include but not limited to the management coordination of the automated building management system to optimize effectiveness and reducing energy consumption.
2. Preventive/predictive maintenance on an as recommended/required basis.
3. Operation of all HVAC equipment in accordance with manufacturer's required procedures and any other site-specific inspection and monitoring procedures. Addressing any indoor air quality issues and concerns as well as reporting to LFUCG. All HVAC maintenance, repair and replacement work will be performed in accordance with applicable local, state and federal building codes.
4. Plumbing systems and equipment, in accordance with LFUCG procedures and any other site-specific inspection and monitoring procedures as provided. Water quality issues and concerns will be reported immediately to LFUCG.
5. Periodic inspection, servicing and repair to fire sprinkler and standpipe systems, gas suppressions systems (if applicable), fire detection alarm and related systems and perform inspection, service repair or replacement of portable fire extinguishers. Inspections must satisfy all code and municipal requirements, and must properly maintain the systems, including compliance with NFPA 25 or latest revision. All fire prevention systems maintenance, repair and replacement work will be performed in accordance with applicable local, state and federal building costs.
6. Energy management initiatives oriented toward utility conservation and purchasing efficiency as approved by LFUCG's Energy Manager's office.
7. Electrical distribution systems and equipment in accordance with industry standard procedures and any other site-specific inspection, testing and monitoring procedures as provided. All electrical maintenance, repair and replacement work to be performed in

- accordance with applicable local, state and federal building codes
8. Building UPS systems in accordance with applicable industry standards and any on site-specific inspection, testing and monitoring procedures as provided.
 9. Building emergency and standby generators in accordance with industry standard procedures and any other site-specific procedures.
 10. Manage unforeseen services that are required for the sustained quality operation of the facility. Such services include, but are not necessarily limited to:
 - a. Repair of small instances of vandalism and accidental damage
 - b. Indoor air and water quality remediation as required
 - c. Activation of fire alarm and fire sprinkler systems. Items that require substantial repair costs due fatigue or failure will be deemed episodic events and will be compensated using the authorization process.
 11. Building exteriors and roofing systems through annual condition surveys conducted by an authorized/licensed third party contractor, preventative maintenance and repairs as needed per manufacturer's specifications.
 12. Coordinate all warranties extended directly to LFUCG by manufacturers or service providers and ensure adherence to warranty stipulations.
 13. Landscaping services per specifications. Grounds services include, but are not limited to, landscaping, lawn care and the operation and maintenance of exterior lighting fixtures, signage, hardscaping and water features, striping and curbing.
 14. Professional pest control services which will maintain a pest-free work environment at appropriate all buildings assigned locations. All pest control services shall conform to federal, state and local laws, ordinances and regulations, and shall be performed using the utmost precaution. Comply with acceptable industry procedures & standards as well as maintaining all MSDS forms.
 15. Preventative maintenance and repairs for in plant Mobile and Stationary equipment
 16. Establish parts, materials and supply inventories (and related inventory controls) essential for operation and repair/maintenance services and for maintaining uninterrupted services to facilities tenants. Such inventories shall be owned and maintained by the successful bidder.

INFORMATION SYSTEMS/REPORTING

The successful proposer shall compile, verify, maintain and manage a complete and current information system of facility data, including but not limited to pertinent property, site information respective responsibilities, critical

maintenance dates, and cost/performance standards. Maintain well organized property files and a library of facility documents. Provide standard and ad hoc reporting as required by LFUCG.

Develop and provide to LFUCG an annual strategic plan detailing management and operating plans for each fiscal year. The plan shall include all one-year expense budgets and a two-year forecast.

Develop, manage, maintain and operate a complete accounting system on a calendar year basis. Pay all bills for services provided. Provide reporting capabilities and accounting interfaces with LFUCG internal accounting to update information (i.e., general ledger, accounts payable, etc...). Accounting must be consistent with LFUCG accounts format.

Perform (at the minimum) a quarterly tenant meeting discussing the tenants' concerns and issues. Perform an annual customer satisfaction survey the result of which is to be submitted to LFUCG including proposed plans to remediate any major issues of concern.

POLICIES AND PROCEDURES

Provide on-site Policies and Procedures Manuals. Attach table of contents with proposal. Prepare, maintain and distribute manuals to LFUCG, detailing the procedures for interfacing with the facility staff and detailing the successful bidder responsibilities to LFUCG. All such information shall be consistent with LFUCG standards and procedures. Copies of the Manual shall be made available to all successful bidder personnel, kept in an identifiable location on site and updated as required.

SECTION V – TERMS & CONDITIONS

SCOPE OF WORK

The successful proposer shall provide management and supply of outsourced service to LFUCG under this Agreement.

ON-SITE PERSONNEL

The successful proposer will recommend staffing levels based on this RFP and LFUCG needs. Staffing will require concurrence with LFUCG Division of Facilities & Fleet Management. The LFUCG has identified the following as the minimal support and staffing requirements:

Sr. Facility Manager (1)
HVAC/MEP Services Manager (1)
Building Trades Mechanic (2)
Janitorial Services Supervisor (1)
Janitorial Services Tech Sr. (3)
Janitorial Services Tech (9)
Day Porter (2)
Groundskeeper (1)

The above recommended staffing level is provided as a tool to communicate the **minimum** level a proposer should not go below. It is the responsibility of the proposer to determine the final staffing and qualifications to be provided. Please fill out the documents in the RFP package, and cite the staffing you propose. The successful proposer will provide a contact list with emergency numbers on the first day of the contract period. Planned absences by any of the full-time personnel will require coverage by a fully trained professional. This "back-up" person must be fully acquainted with the facility. The successful proposer will ensure acceptable manpower coverage will be maintained at the plant in the event of absences due to sickness, vacation, training, etc.

ACCEPTANCE OF PERSONNEL

The successful proposer will submit the qualifications of any proposed on-site personnel, and working hours. All project team members are subject to LFUCG approval and may be rejected for poor performance at any time. The successful proposer will also provide a list of all subcontractors who will be involved with providing any types of services for LFUCG's review and approval.

MAJOR REPAIRING OF ASSETS

All major repairs (larger than \$5,000) will be negotiated on a cost plus basis as noted in the Fee structure section (% of cost) and are not to be included in base lump sum bid.

OTHER CONSIDERATIONS AND EXPECTATIONS

All activities and personnel shall comply with all health and safety requirements.

- Maintain an adequate staff for efficient operation. Upon being hired, employees and agents of the contracting company will be subject to the rules and regulations of LFUCG while on the premises.
- Drug Test Policy – Each Successful Bidder is required to have a drug testing policy in place. That Drug testing policy will include drug testing prior to working on the Owner property, and drug

testing for any individual involved in a work place accident resulting in personal injury and/or asset damage. The drug testing policy must provide the LFUCG with the right to perform random Drug Testing.

- Background Check Policy – It is the responsibility of the Successful Bidder to conduct background checks on all staff (Bidder's staff as well as subcontractors) who will be providing services.
- Safety shall be the first priority on all jobs. Personal protection planning and implementation shall be considered for all workers on all tasks. Also, consider the safety of other people in the work area.
- When in doubt about the application of any safety rules, the operation of any device or the correct procedure for safe completion of a task, discuss the situation with LFUCG before proceeding.
- It is the responsibility of the Successful Bidder and their employees/contractors to avoid creating safety hazards both in the method of the work performed and while doing the work.
- Safety shoes, hearing protection, eye protection, respirators, hard hats and other protective equipment should be worn while working on tasks which present specific hazards and are required by OSHA safety rules and regulations.
- Good housekeeping must be maintained at all times. Successful Bidder must keep machines, tools, and work places clean and orderly. Refuse must be placed only in the containers provided for that purpose.

ON-SITE FACILITIES

LFUCG will provide the Successful Proposer internal office space and workstations for key personnel. The Successful Proposer shall supply computers, printers, copiers, scanners, file cabinets, office supplies, fax machines and any other supplies/equipment needed to support their operation. LFUCG will provide Successful Bidder with computer data connection and desk phones. Additional equipment deemed necessary by the Successful Proposer to fulfill this scope of work and the associated costs for this aforementioned equipment shall be defined and included in the project fee.

SOFTWARE

All documentation, forms, reports, will be done using the same version of Microsoft Office products (minimum 2007 version) as the Owner project schedules will be Microsoft project. All CMM software and reporting formats must be pre-approved by the Owner LFUCG. All documentation will be issued to the Owner electronically as well as in paper format (as needed).

EQUIPMENT AND MATERIALS TO BE PROVIDED BY SUCCESSFUL PROPOSER

The Successful Proposer will provide all equipment, tooling, materials and supplies to fulfill their operation. All such equipment shall be clearly identified as successful proposer owned. A list of Successful Proposer supplied equipment shall be maintained within the Facilities Manager's office. The successful proposer shall include the cost of equipment and tooling specific to the program specifications. All equipment will be owned by the successful proposer throughout the term of the contract. The successful proposer will be responsible for all repairs and/or replacement of equipment without additional cost to the Owner, unless otherwise authorized by the Owner.

SECTION VI – SUCCESSFUL PROPOSER FEE

Compensation for proposed services is as follows:

LUMP SUM FEE

Provide a Lump Sum Annual Management Fee for a minimum (5) year period. The Fee shall cover the full (5) years of this proposed contract. Sum will be billed 1/12 for each respective year for each month for services provided. All additional work will be detailed with labor and material separate by pre-approved authorization. The Duration of the Contract is from **1/13/2013** through **1/12/2018**.

Major repairs (larger than \$5,000) project administration fee: _____% (cost plus)

The lump sum fee shall cover all associated costs of performance the items indicated below. No other costs shall be separately compensable unless specifically identified and approved in writing by LFUCG in advance.

Central office staff and expenses shall include:

1. Travel.
2. Cellular phones and pagers.
3. Miscellaneous Tools and Equipment.
4. Postage, fax, couriers, reproduction.
5. Employee recruitment, training and severance and performance bonuses.
6. Overheads of any type.
7. Employees wage and benefits
8. Profit.

Pricing Clarifications

All assets should be amortized over the 5 year contract to provide consistency in

monthly billing amount with the bluebook buyout price credited to the 5 year monthly pricing.

CONTRACT TERM

The contract term is for 5 years with an option for five annual extensions at LFUCG's discretion.

RFP Scoring Sheet

RFP #31-2012 - Facilities Management Services - Fayette County Courthouses						
Selection Criteria	Consultant Name:	Notes	Total Points	Score(1-5)	Weighted Score	Comment
Specialized experience and technical competence of the person or firm (including a joint venture or association) with the type of service required.			20	0		Weighted Score= (Total Points/5)xScore
Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.			10	0		Weighted Score= (Total Points/5)xScore
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules;			15	0		Weighted Score= (Total Points/5)xScore
Familiarity with the details of the project.			15	0		Weighted Score= (Total Points/5)xScore
Estimated Cost of Services			30	0		Weighted Score= (Total Points/5)xScore
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.			10	0		Weighted Score= (Total Points/5)xScore
Final Technical Score			100	0	0	

Evaluator:

DBE Participation(Name)
 DBE Portion(Percentage)
 Affidavit
 Affirmative Action Plan
 EEO Agreement
 Workforce Analysis
 Insurance

Comments:

RFP Scoring Sheet

RFP #31-2012 - Facilities Management Services - Fayette County Courthouses

Description	Adjective	Numeric Rating
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3
Meets requirements and exceeds some requirements; no deficiencies	Good	4
Exceeds most, if not all requirements; no deficiencies	Excellent	5

SECTION VI – SUCCESSFUL BIDDER FEE

Compensation for proposed services is as follows:

LUMP SUM FEE

Provide a Lump Sum Annual Management Fee for a minimum (5) year period. The Fee shall cover the full (5) years of this proposed contract. Sum will be billed 1/12 for each respective year for each month for services provided. All additional work will be detailed with labor and material separate by pre-approved authorization. The Duration of the Contract is from 1/13/2013 through 1/12/2018.

Having carefully and completely examined the Request for proposal documents pertaining to the specifications for Facilities Management Services and having carefully and completely examined the locations for the performance of these services, the undersigned agrees to furnish materials, labor, and equipment to perform all work specified in the enclosed documents. The total aggregate cost below hereby includes all work set forth in the Request for Proposal, all labor related expenses, including without limitation, travel and fuel costs/reimbursement, all general and administrative overhead, and profit. It is understood and agreed that no other mark-ups or surcharges will be allowed to this amount. The total cost for services for all facilities is the sum of:

\$ 4,497,934.00 Per Contract's Total 5 Year Term to be Billed at \$ 74,966.00 per month.

The proposed project administration fee for major repairs (larger than \$5,000) will be set at 12.00 % of total applicable project costs as noted in the RFP.

CONTRACT TERM

The contract term is for 5 years with an option for five annual extensions at LFUCG's discretion.

Firm Submitting Proposal: Meridian Management Corporation

Complete Address: 818 A1A North, Suite 300, Ponte Vedra Bch, FL 32082
Street City Zip

Contact Name: David Leedy Title: Business Manager

Telephone Number: (904) 285-3400, ext. 3330

Fax Number: (904) 280-9838

Email address: dleedy@mmcor.com