



LEXINGTON

Bid 74-2021 Addendum 1 Jani-King of Lexington Supplier Response

Event Information

Number: Bid 74-2021 Addendum 1
Title: Custodial Services - Wellness Center
Type: Competitive Bid
Issue Date: 7/13/2021
Deadline: 8/3/2021 02:00 PM (ET)

Contact Information

Contact: Kristie Thomas
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
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Jani-King of Lexington Information

Contact: Ruth Ann Ragland
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Phone: (859) 523-4311
Fax: (859) 523-8577
Email: rragland@jkccs.com
Web Address: www.janiking.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Ruth Ann Ragland

Signature

Submitted at 8/2/2021 1:14:46 PM

rragland@jkccs.com

Email

Response Attachments

Bid # 74-2021 LFUCG Wellness Center 080221.pdf

BID # 74-2021

AFFIDAVIT

Comes the Affiant, Ruth Ann Ragland, and after being first duly sworn under penalty of perjury as follows:

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

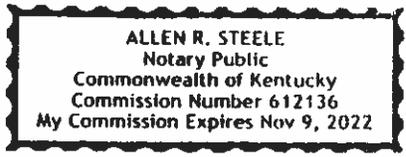
Further, Affiant sayeth naught. [Signature]

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ruth Ann Ragland on this the 30th day of July, 2021.

My Commission expires: 11-9-2022



Allen R. Steele
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes ✓ No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. Bids that are not submitted via Ion Wave will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional (1) year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first (6) six months of the Procurement Contract. After (6) six months, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

Bidders

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

Signature

Jani-King of Lexington

Name of Business

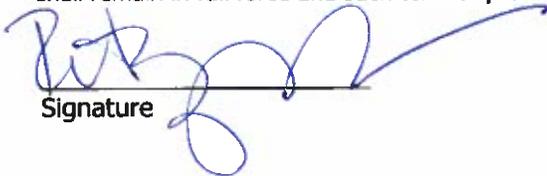
GENERAL PROVISIONS OF BID CONTRACT

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

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

shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

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


Signature

07-30-2021
Date

Name of Organization:

Jani-King of Lexington

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														1
Professionals																	
Superintendents																	
Supervisors	1	1															1
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	1		1														1
Skilled Craft	24	2		2	13	4								1		13	11
Service/Maintenanc																	
Total:	27																14 13

Prepared by: Ruth Ann Ragland
 (Name and Title) Regional Director

Date: 07, 30, 2021

Revised 2015-Dec-15

**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, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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 Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially

disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned 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.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or

Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.**
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).**
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.**
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.**
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.**
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.**
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce**
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.**
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.**
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.**
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal**

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM

 Bid/RFP/Quote Reference # 74-2021

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.		Do not utilize subcontractors. However, the franchisees we have are all DBA of Jani-King Fall		
2.		under the MBE or WBE.		
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

Jani-King of Lexington
Company
07-30-2021
Date
Ruth Ann Ragland
Company Representative
Regional Director
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 74-2021

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Do not utilize subcontractors. However, the franchisees we have				
2. are <u>all</u> under the	DBA Jani King fall under the MBE or WBE.			
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

Jani-King of Lexington

Company

07-30-2021

Date

Ruth Ann Ragland

Company Representative

Regional Director

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 74-2021

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

RE _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

RR Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Spoke to Sherita Miller 8/2/21

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Jani King
Company
8/2/21
Date

Ruth Ann Ragland
Company Representative
Regional Director
Title

EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Employee ID: 26-223012
Phone: 859-523-4311

Names Insured: Wildcat Franchising dba Jani-King of Lexington
3080 Harrodsburg STE 103
Address: Lexington KY 40503
LPUCC Wellness Center

Project to be insured: _____

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
CGL	\$1,000,000/per occ. \$2,000,000 aggregate	\$ 1,000,000 2,000,000	Cincinnati Insc	000258	A+
AUTO	\$1,000,000/per occ.	\$ 1,000,000	Cincinnati Insc	000258	A+
WC	Statutory w/endorsement for Employer's Liability for \$500,000/ per occ.	\$ 500,000	Allmericat Financial	011746	A

The Risk Management Provisions Insurance and Indemnification required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Agency or Brokerage: Muller Loughry Beach
Street Address: 211 W. College St.
City: Murfreesboro TN State: 37133 Zip: _____
Telephone Number: 615-896-9272

Name of Authorized Representative: Ruth Ann Rayland
Title: Regional Director
Authorized Signature: _____
Date: 08-02-21

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.
CONTRACT MAY NOT BE AWARDED IF A COMPLETED AND SIGNED COPY OF THIS FORM FOR ALL COVERAGE'S LISTED ABOVE IS NOT PROVIDED.

WORKFORCE ANALYSIS FORM

Name of Organization: Lexington of Lexington

Date: 07, 30, 2021

Categories	Total		White		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F
Administrators		1		1						
Professionals										
Superintendents										
Supervisors		1							1	
Foremen										
Technicians										
Protective Service										
Para-Professionals										
Office/Clerical		1		1						1
Skilled Craft		24		2	13	4		3	13	11
Service/Maintenance										
Total:		27	1	4	13	4		3	14	13

Prepared by: Ruth Ann Becklund, Regional Director

Name & Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with these provisions prior to final acceptance of its bid and the commencement of any work or the provision of any goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW OR THE INDEMNITY REQUIREMENTS, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and any required Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products Liability coverage.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

Lexington-Fayette Urban County Government

Bid 74-2021 Custodial Services – Wellness Center

Dr. Samuel Brown Health Center (125 Lyle Industrial Ave., Suite 250, Lexington, KY 40511)

These are LFUCG specifications and are not to be considered Industry Standard specifications.

I. Purpose:

The purpose of this bid is to select a custodial Contractor or Contractors to provide custodial services for the Lexington-Fayette Urban County Government. **This contract will be awarded to one (1) bidder ONLY that provides pricing as requested.**

II. Nature:

The Contractor is responsible for the thorough examination of the contents of this bid and it will be the total responsibility of the Contractor to submit a comprehensive and accurate bid. If you have any questions about completing the bid forms, please contact Kristie Thomas at (859) 258-3320.

III. Contract Requirements:

- A. General** - The Contractor shall provide all supervision, cleaning personnel, equipment, cleaning supplies, and other miscellaneous items as required to complete the services specified in this request for proposals.
- B. Level** - The level of cleanliness provided by the Contractor shall be of the highest standards in order to maintain a sanitary facility, to protect the useful life of the facility and to project a positive image to the general public and employees who frequent these facilities.
- C. Quality** - the quality of work in all aspects of this contract shall be of the highest standard. Cleaning methods used shall be established and accepted for this type of service.

IV. Qualifications :

Contractor shall provide verifiable reference(s) for a minimum of two (2) years experience cleaning in a clinical/medical facility. Bids submitted without this requirement will be considered non-responsive (See Attached Forms).

V. Pre-Bid Meeting

Contractors interested in submitting a bid for this project are **strongly encouraged** to attend the pre-bid meeting on July 26, 2021, at 7:00am. The meeting will be held on site.

SPECIAL NOTE TO BIDDER

This Contract is based on weekly services. A week shall be defined as six (6) days, Monday – Saturday. All non-daily services shall be prorated into the 6 day cost.

See Section 9.0 for inspection requirements for permanent contract award.

CONTRACTED CUSTODIAL SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 These specifications describe requirements of the Lexington Fayette County Government for custodial services.
- 1.2 Specific facility statistics are enclosed.

2.0 PUBLICATIONS

The following publications are applicable to these specifications and the Contractor shall comply with all requirements established therein.

- 2.1 All local ordinances governing licensing for businesses.
- 2.2 Applicable federal, state and local laws, ordinances, rules and regulations.
- 2.3 All federal, state and local laws, ordinances, rules and regulations regarding, but not limited to, hiring practices and payment of employees, suppliers and other withholding and payment of taxes and insurance.

3.0 REQUIREMENTS

- 3.1 Contractor shall remain in compliance with all conditions herein, including requirements established in Section 2.0.
- 3.2 **Contractor shall be required to maintain a sufficient number of approved employees (employees that have cleared background checks) at all times to ensure that lapse of services will not occur. If services are not performed for lack of approved employees, Contractor will not be paid for that day.**
- 3.3 The Contractor, at all times during performance of services required by this contract, shall allow only employees involved with providing these services to enter Lexington-Fayette Urban County Government facilities.
- 3.4 Contractor shall supply, at his/her expense, the necessary manpower, machinery, and cleaning supplies to provide the level of services specified. Equipment owned by LFUCG shall not be permitted for use by the Contractor and/or their employees for any service done under this contract.
- 3.5 The Contractor shall ensure facilities are maintained in a sanitary manner (hand soap and paper products adequately stocked and restroom facilities clean and sanitized). Failure to comply with this provision **two (2) or more times** during term of contract will result in immediate cancellation of contract.

4.0 PERSONNEL SCHEDULING

- 4.1 The Contractor must submit to the Division of Facilities and Fleet Management the required documentation for all personnel employed by the Contractor that will provide services to the Urban County Government. Background checks shall be the responsibility of the Contractor for every employee the Contractor uses in LFUCG facilities. Pictures of all employees must accompany the background checks. These checks must be completed before an employee begins providing services to LFUCG. Background checks must contain names, addresses, and social security numbers and any other personal data for all employees utilized in servicing LFUCG facilities before they will be allowed access to any facility. All background checks shall be required to be done on a state-wide basis. This information is to be sent to:

Division of Facilities and Fleet Management
1555 Old Frankfort Pike
Lexington, KY 40504

Any contractor, or their employee, found to have a felony conviction as described below must be immediately removed from servicing LFUCG facilities. Felony convictions barring work in LFUCG facilities include Larceny/Theft over \$300; Murder; Rape; Robbery; Assault 1st, 2nd, or 3rd; Burglary; Sexual Abuse; Narcotics Trafficking; or Arson. All other felonies and misdemeanors (not including traffic offenses) must not have occurred within the past three (3) years. No contractor and/or their employee shall be permitted to bring a weapon into any LFUCG facility. Any contractor and/or their employee observed stealing any item either directly or through the closed circuit television system shall be grounds for removal of the contractor and/or their employee. The contractor's responsibility for the actions of their personnel also extends to any person brought into an LFUCG facility by their employee without the permission of the LFUCG (see section 4.15). In addition, the LFUCG reserves the right to prosecute any theft. The LFUCG further reserves the right to forbid entrance to LFUCG facilities of any personnel found to have any convictions that violate this section. Failure to comply with the requirements of this section by the Contractor may result in termination of the contract.

Any Contractor that knowingly or willfully submits an employee that does not meet the requirements of Section 4.1 shall be in violation and will be removed from any and all LFUCG facilities and will forfeit their right to award of this contract or, if awarded, the contract will be terminated.

- 4.2 Lexington-Fayette Urban County Government facilities shall receive the services required by this contract only during those times specified in this contract.
- 4.3 Contractor will pay all personnel costs required to provide the proper level of service established herein including, but not limited to, workman's compensation, taxes, and social security.
- 4.4 The Contractor will recognize all LFUCG holidays unless specific facility or area coverage is required as part of this agreement.

4.5 The Contractor shall provide service the close of the last regular business day preceding all **recognized LFUCG** holidays. The recognized LFUCG holidays are:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Weekend
8. Christmas Day

Contractor will be paid at the agreed daily/weekly price for any recognized LFUCG holiday that falls during the week (M-F).

If Contractor fails to provide service on any scheduled day, provisions for make-up of time will not be allowed. **Contractor will not be paid for work that is not completed on the day required.**

4.6 Contractor shall provide service on all other holidays (Federal, religious, Thursday and Friday before Easter, etc.) at the agreed daily/weekly price, including holidays established by the Contractor, which may not coincide with the noted holidays (4.5).

4.7 Contractor agrees to provide a local supervisor/manager to oversee the operations required by this agreement. This supervisor/manager shall be available daily and will have a local office with a telephone that is answered during regular business hours (8 AM - 5 PM), and shall have the ability to receive and transmit facsimile documents and information. This supervisor/manager shall also have a pager or cell phone which will allow LFUCG representatives to contact them during regular hours and hours the office is closed.

4.8 District or Regional Management must be available to respond to complaints or requests for inspection from the Lexington-Fayette Urban County Government **within 4 working hours from notification.**

4.9 All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of the Contractor.

4.10 The Contractor, at the request of the LFUCG, may be asked to remove workers from the facilities due to problems created by the worker.

4.11 The Contractor shall provide on site supervision of cleaning personnel. This supervision shall be available to LFUCG management for walk through inspections with little or no prior notice.

4.12 The Contractor shall comply with all existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour laws, and any other stipulations regarding proper personnel management.

- 4.13 The Contractor shall be responsible for necessary training in the application of chemicals and the use of equipment to facilitate safe conditions for the LFUCG employees, the general public, and the Contractor's employees. The Contractor and its employees shall be in compliance with all OSHA standards as they relate to the work being performed and products and equipment used.
- 4.14 Only employees of the Contractor shall be in LFUCG facilities. Personnel shall not bring any children or other individuals to LFUCG facilities while performing the duties of this contract.
- 4.15 The LFUCG has established an Alcohol & Drug-Free Workplace Policy (CAO Policy #7) and shall require the Contractor to have, or enact their own Alcohol & Drug-Free Workplace Policy of equal standards. If the Contractor doesn't have an established policy, they may obtain a copy of Lexington-Fayette Urban County Government's policy upon request.
- 4.16 The LFUCG has also established a Policy & Procedures for Harassment Complaints (CAO Policy #5R) and shall require the Contractor to have, or enact their own Policy for Harassment Complaints of equal standards. If the Contractor doesn't have an established policy, they may obtain a copy of Lexington-Fayette Urban County Government's policy upon request.
- 4.17 Government facilities often provide services for the benefit of minors. No employee or other agent of the Contractor shall interact in any way with any minor clients of any facility beyond what would be required in the course of fulfilling the duties required under this agreement. Any personal contact or non-professional interaction with a minor shall be cause to ban such employee or agent from working at the facility. In that event, LFUCG shall notify the Contractor in writing that the employee or agent involved will no longer be allowed access to the facility and the required services must be provided through a different employee or agent.

5.0 SAFETY

- 5.1 The Contractor shall provide all necessary safety devices, signs, etc. as required to preclude injury or hazards to persons or facility as specified by OSHA.
- 5.2 The Contractor shall provide a Bloodborne Pathogen exposure control plan and provide updated copies as needed by the LFUCG.
- 5.3 The Contractor shall maintain on-site material safety data sheets (SDS) for all products utilized or stored within LFUCG facilities. The Division of Facilities & Fleet Management shall be provided SDS sheets for ALL products used when requested.
- 5.4 Contractor's employees should adhere to professional dress appropriate to their occupation. For safety reasons, open toe shoes are prohibited.

6.0 INSURANCE

See enclosed insurance requirements (Contractor shall be required to submit updated insurance certificates quarterly to Craig King, Division of Facilities & Fleet Management for compliance purposes).

7.0 SECURITY

- 7.1 No employee of the Contractor shall take or make use of any LFUCG material or information which is classified or non-classified.
- 7.2 Any property of the LFUCG and/or its employees removed by employees of the Contractor without advance consent shall be considered as theft.
- 7.3 **Employees of the Contractor shall follow LFUCG sign-in procedures at all facilities where such procedures are in place. The Contractor shall provide and maintain sign-in sheets at all facilities where LFUCG sign-in procedures do not apply. Copies of these sheets shall be sent to the appropriate Lexington-Fayette Urban County Government office once each week.**
- 7.4 Employees of the Contractor shall wear an identification badge at all times while in LFUCG facilities performing duties in accordance with this contract. In addition:
- 7.4.1 LFUCG shall be responsible for initial cost of badges and issuance for Contractor personnel and any subsequent ID badges for new employees. If badges are lost or stolen, Contractor shall be responsible for replacement at a cost not to exceed \$5.00 each.
- 7.4.2 Identification badges must state the name of the company, name of the employee and date of employment.
- 7.4.3 The employee must wear the I.D. badge in a visible manner at all times.
- 7.4.4 All employees must carry on their possession a valid picture ID at all times when they are in LFUCG facilities for the performance of services required by this agreement. All Contractor personnel must present their picture ID when requested to any LFUCG employee.
- 7.5 Contractor's employees should adhere to professional dress appropriate to their occupation. Open toe shoes are prohibited.
- 7.6 All exterior doors to LFUCG facilities are to be kept locked and securely closed during the performance of the work required by these specifications, unless the services are being provided when the building is opened by the Lexington-Fayette Urban County Government for the transaction of normal LFUCG business. Open or unlocked doors may result in termination of this agreement.

7.7 Contractor and/or employees performing cleaning services shall be required to turn out **ALL** lighting prior to leaving the building unless directed otherwise by Lexington-Fayette Urban County Government. If lighting is left on, this may result in termination of contract.

8.0 **INVOICING**

8.1 Invoices must be submitted to the following address:

Division of Facilities & Fleet Management
Lexington-Fayette Urban County Government
1555 Old Frankfort Pike
Lexington, Kentucky 40504

- A. The Contractor agrees that full order billing for partial services may not be honored by LFUCG.
- B. LFUCG is not responsible for payment of special time and material work, unless work has been requested, in writing/e-mail, by an authorized employee of LFUCG, Division of Facilities & Fleet Management and a purchase order # be referenced.

Invoices may not be submitted for work not yet completed nor dated prior to last working day of month being invoiced. The Division of Facilities & Fleet Management must be in receipt of all invoices for previous month by the 10th of the following month.

9.0 **WORK PROCEDURES/PRACTICES**

- 9.1 There will be a sixty (60) day trial period, consisting of eight (8) inspections prior to award of permanent contract. Two or more unsatisfactory ratings on inspection report will constitute a failed inspection. Contractor must pass six (6) inspections during trial period to obtain a permanent contract. Failure on three or more inspections during trial period will be considered unsatisfactory performance and will result in termination.
- 9.2 The enclosed "Contract Cleaning Inspection Report" will be used for evaluation purposes. This form will also be used for weekly inspections to maintain awarded contract continuation.
- 9.3 After contract award, two (2) failed inspections before expiration of contract (approximately one (1) year) will result in a warning letter. After issuance of warning, two (2) additional failed inspections before expiration of contract will constitute termination of contract.
- 9.4 Inspections may be performed in any responsible manner considered necessary to determine if work performed is in compliance with specifications.
- 9.5 The Lexington-Fayette Urban County Government may cancel this contract without notice if the Contractor fails to perform the services as specified herein for more than two (2) consecutive working days or because of reasons stated in 9.3. It is the Contractor's

responsibility to direct and train their employees as to what areas are to be cleaned, methods, and time.

- 9.6 Articles or services which do not comply with the terms of this agreement or which contain defects in material or workmanship will be rejected by LFUCG.
- 9.7 Contractor agrees to rework rejections immediately at their expense.
- 9.8 The LFUCG reserves the right to specify special work procedures/practices (i.e., cleaning of equipment rooms, high traffic areas, etc.). If LFUCG requests that Contractor perform special work that is outside the bid specifications LFUCG reserves the right to negotiate with Contractor for those services required. Any cost incurred for these services shall be invoiced separately.
- 9.9 The Contractor shall be responsible for any and all such damages resulting from work performed on this order and from acts of their employees. Any possible damage should be reported immediately to LFUCG.
- 9.10 Previous unsatisfactory performance with LFUCG will be considered in recommendation process and may result in Contractor being deemed ineligible for bid award.
- 9.11 All items and services ordered will be subject to final inspection and approval of LFUCG.
- 9.12 If at any time an emergency exists, the Contractor shall be required to call Security at 859-258-3388.

10.0 **NOTES**

- 10.1 If any provision of the submitted bid conflicts with these specifications, the LFUCG specifications shall prevail.
- 10.2 Bids shall include a complete description of other services (including maintenance) that can be provided by the submitting firm.
- 10.3 **This contract shall not be sub-contracted. This includes Temporary Service personnel. All services performed under this contract shall be done by permanent employees of the Contractor.**
- 10.4 The Contractor hereby agrees to indemnify and hold harmless the Lexington-Fayette Urban County Government, its employees and agents from any claim or demands whatsoever arising from the Contractor's performance under this contract.
- 10.5 The Contractor hereby accepts responsibility for any loss or damage to property owned by LFUCG and/or its employees caused by the Contractor's employees or agents.
- 10.6 In cases where a daily requirement is not properly addressed, the LFUCG will make arrangements, as it deems necessary, to secure the services specified, **or the work will be**

assigned to the LFUCG Division of Facilities & Fleet Management personnel at the applicable LFUCG man hour rate plus cost of materials and supplies. All costs incurred will be deducted from the Contractor's immediate billing.

- 10.7 This agreement may be modified only upon the written agreement of both parties. No oral statements implied or expressed shall modify this contract.
- 10.8 The failure of either party to insist on strict performance of any of the terms or conditions of this contract shall not be construed as a waiver of the right to insist upon strict enforcement of such provisions in the future.
- 10.9 The Contractor agrees to pay all taxes, license fees and any other charges resulting from the performance of this contract specified therein, including sales tax.
- 10.10 Contractor should not employ, for service to be rendered as specified herein, any person currently employed by the Lexington-Fayette Urban County Government without the advance approval of the Division of Facilities & Fleet Management.
- 10.11 Award of the contract will be based on the best overall bid and will be made in the best interest of the LFUCG. Past performance with LFUCG may impact bid award.
- 10.12 Contractors interested in submitting a bid should tour the facilities to better understand what is required under this Contract. If you are unable to attend the scheduled pre-bid, please contact Mark Arnold, Division of Facilities & Fleet Management, at 859-258-3920 to schedule a tour of the facilities.

11.0 CLEANING METHODS

- 11.1 LFUCG reserves the right to approve cleaning work methods, chemicals and machinery used to provide service. LFUCG is committed to protecting our environment (Green Procurement) and being fiscally responsible to our citizens. EPA studies indicate that human exposure to air pollutants indoors can be 2-5 times, and occasionally up to 100 times, higher than outdoor levels. An important part of ensuring good indoor air quality in Government Facilities is choosing cleaning products that have a reduced impact on human health and the environment. These are called "**Green Cleaners**". In order to comply with federally mandated environmental preference programs, the LFUCG now requires the use of environmentally preferable products and services; therefore, Contractor shall provide a list of cleaning products that will be used on this contract. Products required in the performance of this contract shall meet as a minimum, Green Seal Product Standards (<http://www.greenseal.org/certification/standards/gs37.pdf>). See listing of certified products at <http://www.greenseal.org/findaproduct/index.cfm>). "Green" products must be pre-approved by LFUCG before beginning work. If any product listed is not accepted by LFUCG, Contractor shall submit an alternative that must meet the performance requirements with the lowest environmental impact for evaluation and acceptance. Any alternative product must also be pre-approved by LFUCG before beginning work.

- 11.2 All floors shall be spray buffed and maintained by a high-speed buffer, or burnished no less than one (1) time per week (Wednesday). **Contractor will not be paid for this service if it is not done. All costs incurred will be deducted from the Contractor's immediate billing.**
- 11.3 The LFUCG reserves the right to negotiate with Contractor for stripping and waxing of floors **as deemed necessary** by LFUCG, **approximately** 1-2 times per year. The number of incidences per year may vary. Any cost incurred for these services shall be invoiced separately.
- 11.4 The Contractor shall assure that disinfectants used at any LFUCG facility are registered for use against the HIV virus.
- 11.5 The Contractor shall assure that all of the disinfectants used in the following areas are EPA registered quaternary disinfectants containing 880 PPM of quaternary disinfectant, in use dilution. The areas are: Food Service Areas, Doctors Offices, Dentist Offices, Holding Cells, Examining Rooms, and any room a patient might be using including restrooms.
- 11.6 The Contractor shall assure that when cleaning the areas specified in 11.5, the cleaning staff will spot clean all walls and sanitize all floor areas with proper cleaning solutions.
- 11.7 The Contractor shall take all due precautions while cleaning in areas that contain computers, electronic, communication, and medical equipment. The Contractor shall not clean any computer equipment, but can dry dust all other equipment, unless otherwise instructed. Contractor shall not be required to dust/clean personal desks. Any damage to equipment will be the sole responsibility of the Contractor.
- 11.8 The Contractor is required to submit a list for approval within ten (10) working days of award of the contract, of all products that will be used at LFUCG facilities. They will also provide a list, by facility, of what products will be stored in the LFUCG facilities. In addition, the Contractor must submit copies of the SDS sheets for each product.
- 11.9 All floor surfaces must be maintained without the accumulation of dirt/dust in the corners and/or scuff marks and spots throughout.
- 11.10 All horizontal surfaces (furniture, casework, etc.) shall be kept free of dust and soil with the exception of shelving located in the Archives area. Cleansers shall be used as required without damage to the surface material while at the same time imparting a glossy luster to the surface.
- 11.11 Restroom floors shall be thoroughly cleaned and disinfected as necessary to provide a sanitized and odor free facility. Toilet bowls and seats, washbasins, soap containers, mirrors, and urinals must be kept clean and bright; walls, floors and woodwork must be kept clean and free from stains and marks. The entire appearance shall be one of complete cleanliness and sanitation.

- 11.12 Renovations made to facilities during course of this contract may change cleaning requirements. Under these circumstances, the LFUCG reserves the right to negotiate pricing with Contractor.

CLEANING SPECIFICATIONS

DAILY CLEANING

A. FLOORS

1. Restroom floors shall be thoroughly disinfected daily to provide a sanitized and odor free facility.
2. Floors, including corners, shall be dust mopped, swept and damp mopped in a manner that will not leave floors streaked and making sure dirty water does not dry along bottom of baseboards leaving a brown film.
3. Tile floors shall have daily soiling removed, (including corners) black marks, etc.
4. All carpets, mats and runners shall have all spots, stains and soiling removed.
5. All carpet areas shall be vacuumed.

B. WALLS/GLASS

1. Dusting: All window sills, office furniture, file cabinets, shelves, door frames and ceilings shall be free of dust and cobwebs.
2. All ledges, baseboards, sills, stair railing and stair rail bases shall be cleaned with an all purpose cleaner.
3. All interior and exterior glass doors and vestibules shall be cleaned.
4. All painted and vinyl covered walls shall be spot cleaned and/or washed as necessary to remove daily soiling.
5. All doors, door frames, door jams, handles, door handle plates, kick plates and door glasses shall be washed and polished as necessary to remove all dirt, dust, finger marks and smudges.
6. All interior windows and interior partitions shall be cleaned and polished as necessary to remove dust, finger marks and smudges.
7. All interior glass of exterior windows shall be cleaned. To assist bidders, see attached drawing.

C. FURNISHING/FIXTURES

1. Disinfect light switches and doorknobs.
2. All furnishings shall be dusted including radiators, window sills and horizontal surfaces.
3. All table tops, furniture legs and stands shall be cleaned and polished as necessary.
4. All trash receptacles shall be emptied and can liners replaced as necessary. **All** trash located in areas to be cleaned shall be removed to the exterior disposal location indicated during the pre-bid meeting.
5. If Herbie containers are used, Contractor shall be required to move containers to LFUCG pick-up site.
6. If dumpsters are present, site may periodically move.

7. All cardboard boxes shall be broken down, bundled, and tied (string to be provided by Contractor) and placed on outside of building closest to the recyclable containers.
8. All recycle receptacles shall be emptied into exterior recyclable containers.
9. All water drinking fountains shall be cleaned of all residue build up and cleaned with a green cleaner disinfectant and polished to a dry high gloss.
10. All cloth chairs must be cleaned regularly to prevent dirt buildup on top of back support and rear of seat.
11. All leather furniture must be dusted regularly to prevent dirt buildup on back support and seat.
12. TV sets shall be clean and free of dust and lint on all surfaces. The face screens shall be free of fingerprints, dust, and smudges.
13. Phone Cords shall be washed clean and free of dust and lint. The base shall be clean of all accumulations of soil, dust, or lint. The hand piece shall be washed, and disinfected, and be free of dried mucous, saliva, and other soils. There shall be no finger smears on the buttons or the receiver.

D. CAFETERIA/BREAKROOM

1. Tables and chairs and furniture bases shall be cleaned with a green cleaner disinfectant to remove dirt, scuffs and soiling.
2. All chairs shall have fabric brushed vacuumed and/or spot cleaned as necessary.
3. Tabletops and countertops shall be washed and polished as necessary.
4. Basins shall be cleaned and disinfected.
5. Floors shall be mopped with a disinfectant. All baseboards must be cleaned of all spills and dirt.
6. Remove all marks from doors, frames, light switches, wall outlets, kick and push plates, handles and molding around doors.
7. Paper towels shall be replenished as necessary.
8. All recycle material containers shall be cleaned as necessary and liners replaced after being emptied by LFUCG recycling personnel.

E. RESTROOM CLEANING

1. Floor shall be swept, mopped, rinsed and disinfected.
2. Commodes, urinal, and basins shall be cleaned, disinfected and polished.
3. Mirrors shall be cleaned and polished.
4. All bright metal shall be cleaned and polished.
5. Stall partitions shall be cleaned and disinfected.
6. Vinyl walls shall be spot cleaned as necessary.
7. Tile walls shall be spot cleaned and washed as necessary.
8. Low ledges, sills and rails shall be dusted.
9. Sanitary napkin receptacles shall be emptied, cleaned and disinfected with a green cleaner disinfectant and liners replaced.
10. Damp wipe entrance doors, remove smudge marks, clean hardware and ventilation louvers.
11. Hand soap shall be replenished as necessary.
12. Rest room paper products shall be replenished as necessary
13. Remove all marks from doors, frames, light switches, wall outlets, kick and push plates, handles and molding around door.

F. LOBBIES AND COMMON AREAS

1. Clean all door facings, glass and any display cases.
2. Empty all trash receptacles, clean as necessary and replace liners as needed. All trash shall be deposited in the refuse container provided on the exterior of each building.
3. Dust and spot clean all furniture.
4. Vacuum and/or mop entrance with all purpose cleaner, clean entrance mats and carpeted area.
5. Spot clean carpet.
6. Spot clean all walls, partitions and doors.
7. Clean and sanitize water fountains, removing all hard water deposits. Cabinet of fountains shall be cleaned daily.
8. Spot clean all furniture.
9. Clean all polished metal.
10. Remove all marks from doors, frames, light switches, wall outlets, kick and push plates, handles and molding around doors.

G. CONFERENCE ROOMS

1. All trash receptacles shall be emptied, clean and liners as needed. All trash shall be deposited in the refuse container provided on the exterior of each building.
2. All partitions and doors shall be spot cleaned.
3. Mop composition floors with all purpose cleaner.
4. Vacuum carpeted areas and spot clean.
5. Remove all marks from doors, frames, light switches, wall outlets, kick and push plates, handles and molding around doors.
6. Orderly Arrangement: After all cleaning operations have been accomplished.
7. Dust and clean tops and seats of all desks, tables, and work shelves.

H. OFFICE & RECEPTIONIST AREAS

1. Empty all trash receptacles, clean and replace liners as needed. All trash shall be deposited in the refuse container provided on the exterior of each building.
2. Spot clean and dust desk tops.
3. Spot clean doors and partitions.
4. Spot clean and vacuum carpet.
5. Spot clean all composition floors with an all purpose cleaner.
6. Spot clean all furniture.
7. Remove all marks from doors, frames, light switches, wall outlets, kick and push plates, handles and molding around doors

MONTHLY CLEANING
(Schedule must be submitted for approval)

1. Venetian blinds shall be dusted and cleaned.
2. Ceiling vents shall be dusted and cleaned.
3. Clean rest room floor drain covers and flush with germicidal cleaner.
4. Wash and sanitize telephones with quaternary disinfectant.
5. Polish kick plates and other door plates.
6. Clean and detail vacuum in corners, under chairs, furniture, between objects on floor, etc.
7. Restroom floors and corners shall be machine scrubbed and disinfected.
8. Remove all marks from doors, frames, light switches, kick and push plates, handles and molding around doorways.
9. Wash rest room walls and partitions with a quaternary disinfectant, including base and legs.
10. Clean and disinfect waste cans and lids.
11. High dusting (pictures, window ledges, paneling, woodwork and doors).
12. Spot clean all walls, doors, windows, and partitions.

MISCELLANEOUS

1. All janitorial closets shall be left neat, clean after each use at end of each shift.
2. All walk off mats shall be vacuumed as necessary to maintain a clean appearance.
3. Provide daily clean-up of all spillage, tracking, etc., on floors and wall surfaces.
4. Orderly Arrangement: all office and classroom furniture, chairs, desks, tables, etc. shall be placed daily in the proper position.
5. Sweep and damp mop all floors except carpeted areas which will be vacuumed.

Health Center

Additional Requirements

The Dr. Samuel Brown Health Center has several demanding cleaning requirements that have set it apart from other facilities serviced by LFUCG Facilities Management. The very nature of this clientele requires the highest possible standard of cleanliness.

Stringent licensing requirements from numerous health agencies must be met for this Facility. Inspections by Health Department Officials, both impromptu, and scheduled inspections can be expected. Therefore, all clinical areas shall be kept in a state of "hospital cleanliness" on a routine basis. Restroom facilities shall be kept as germ free as possible. Floor maintenance (both hard surfaces and carpeted areas) must be thorough, consistent, and continuous. All kitchen, dining, and classroom facilities shall be maintained to the highest possible cleaning standards.

The cleaning service for this facility shall meet or exceed the standards already outlined in this contract. The demands placed on cleaning Contractors shall be constant and rigorous. The LFUCG will demand that adherence to required schedules be strictly maintained. The LFUCG may, at any time, ask that the Contractor use special procedures in order to meet specific standards, or to solve unforeseen problems. The LFUCG can recommend or require that specific cleaning products or agents be used in this facility.

SUPERVISION

The Contractor shall provide on site supervision of cleaning personnel. This supervision shall be available to LFUCG management for walk through inspections with little or no prior notice.

SECURITY

The Contractor shall provide background checks for all cleaning staff assigned to this facility. A Sign-in/sign-out log shall be maintained to record the activities and the hours spent in each facility.

CLEANING CHEMICALS

The LFUCG may require that specific hospital grade cleaning compounds and/or disinfectants be used in order to maintain the cleaning standards imposed in this contract. The use of specific cleaning methods may also be required. A folder containing all of the MSDS sheets pertaining to chemicals used by the Contractor shall be made available to the LFUCG. This folder shall be kept current at all times and shall be posted on the premises.

CLINICS AND EXAM ROOMS

All clinic areas must be maintained at a hospital grade level of cleanliness. Hospital grade disinfectants shall be used on all applicable surfaces on a daily basis. Floors shall be kept free of any dirt or dust. Thorough sweeping and mopping of the floors in all clinic areas will be required on a daily basis. Walls shall be kept free of fingerprints.

DAILY EXAM ROOM CLEANING PROCEDURE

1. An exam room will be defined as any patient or outpatient area which is not an office, corridor, lobby, utility room, or activity room. Exam rooms shall be cleaned each day according to procedure in order to provide a clean, sanitary, safe, and odor free environment.
2. All dispensers shall be stocked with paper products as necessary.
3. Waste receptacles shall be emptied, cleaned, and relined. Never put your hands into the trash bags and never push trash down with your hands. Contractor shall always wear gloves.
4. **The following items are considered infectious and must be segregated from other trash: Sharps, Microbiological Lab Waste, Blood and Blood Products. Generating department personnel will be responsible for identifying and segregating infectious waste into RED containers. Contractors are NOT to handle infectious waste.**
5. Dust mop the room. Sweep dust and debris for pickup with dustpans. Move and replace all furniture.
6. Damp mop the room. Place mop in neutral disinfectant solution and wring dry. Mop should be wet, but not dripping. Disinfectant mop solution shall be kept clear and clean. Damp mop entire room. Damp mop under tables, desks, chairs, footstools, cords, and any horizontal or patient contact areas. Be sure to move exam tables away from the wall, and clean behind them. Move and replace the furniture while mopping. Some light scrubbing action should be used and floors left wet enough to ensure sufficient time to destroy bacteria (5 minutes). Scrape off gum and etc. with a putty knife.
7. Wipe down horizontal surfaces. Surfaces such as tabletops that might have "cup rings" food spillage, or other visible solids shall be scrubbed rather than lightly dusted. Check the window and walls (particularly around light switches) for fingerprints and other spotting to be washed off.

RESTROOMS

Restroom cleanliness shall either meet or exceed all other requirements stated in this contract, but the following standards shall apply:

1. The toilet bowl shall be free of all spots, stains, and streaks on all surfaces both inside and outside. The seat shall be washed on all surfaces. There shall be no mineral stains or accumulations around pipes and no visible rust. The urinal shall be cleaned and shiny on all surfaces inside and out. There shall be no mineral or rust accumulations on pipes.
2. All chrome-plated fixtures shall be polished bright; there shall be no evidence of dust, lint or soil on pipes, faucets, or drains. Wash basins shall present a bright, shiny appearance free of mineral stains, spots, streaks, or splatters. Faucets shall be clean and polished bright without

accumulations of mineral crystals, rust, or green corrosion. Water service and drain lines under the basin shall be free from dust, lint, spots, rust and corrosion.

3. Countertops shall be free of dust, lint, litter, spots and stains. Mirrors, and shelves under mirrors shall be clean of spots and stains, polished bright, and free of splatters, smears, and smudges. The lights over the mirrors shall be free of dust, lint, and dirt. The shade or diffuser shall be clean, and free of lint and dust.
4. Waste receptacles shall be washed on all sides and be free of rust, stains, or spots. The liner bag shall be replaced with a clean bag. There shall be no odors if any kind.
5. All partition walls shall be thoroughly washed. All other walls and wall surfaces shall be kept free of spotting and smudges. Doors and frames shall be washed and dusted.
6. The soap and paper towel dispensers shall be washed free of all spots and stains and have no apparent lint or dust. The soap dispensers shall be filled and dispensing soap properly. The towel cabinet shall be refilled as needed. The towels are inserted to dispense properly from the front, and the cabinet should not be overloaded.
7. The floors shall be thoroughly mopped with a disinfectant solution. There shall be no dirt build up in the corners or on the baseboards. The floors shall not be sticky and must be free of any soap deposits or residue.

FLOOR MAINTENANCE

The Contractor shall maintain the integrity of all waxed floors and carpeted areas by adhering to the following standards. Duties shall consist of, but not limited to the following:

Hard Surface Care

1. The floors must appear in good condition and appear to not require refinishing. The floors shall be clean and free of dust, litter, litter and lint balls. There shall be no excessive spots, scuffs, or scratches in the floor finish. There shall be no heavy black markings apparent. It shall be apparent that furniture has been moved for complete cleaning. The floor shall have a visible overall shine and have no wax buildup any place on floor.
2. All waxed floors shall be buffed and polished no less than one (1) time per week.
3. Equipment used shall be kept clean and in safe working condition. Safe working conditions shall be maintained at all times.

Carpet Care

The carpet shall be spot cleaned for stains as needed. The carpet shall appear to be clean and free of dust, litter, and spots. The carpet pile shall show no marks, crushing, or footprints in traffic lanes. Inaccessible areas – edges, corners, around furniture – shall be free of dust, lint, and spots.

Carpeted areas shall be kept free of stains at all times and shall be thoroughly vacuumed daily. Spot cleaning of carpeted areas shall be performed as often as needed to keep all carpet free of spotting and staining.

BASEBOARDS

The baseboards shall appear to be clean. There shall be no apparent buildup of dirt, dust, or floor finish splatters. There shall be no signs of improper mopping or vacuuming techniques. The corners and top edge shall be clean and free of dust, litter, and soil film.

WALLS and DOORS

1. The walls shall appear to be clean and free of dust, lint, splatters and stains. There shall be no fingerprints around light switches or on doors and frames.
2. All door sides shall be clean and top edges of door and frames shall be free of dust. All door handles shall be disinfected daily. Kick plates shall be kept clean and shiny. Door push-kick plates shall be clean.

WALL FIXTURES (includes Bulletin Boards, Light Switches, Fire Extinguishers, Etc.)

All fixtures shall be free of dust, and metal fixtures polished to shine.

OFFICES – (Includes Conference Rooms)

1. Carpeted floors shall be vacuumed daily. A complete wall-to-wall, and around furnishings vacuuming shall occur weekly. The carpet shall be completely free of spots and stains. Tile floors shall be swept and mopped and be free of dust, lint, stains.
2. Walls, doors, and doorframes shall be free of dust, spots, and stains. Wall mounted vents and grills shall be free of dust and lint. Windows shall be spot cleaned of smears and prints, sills and frames dusted. Waste baskets, and/or receptacles shall be free of stains and spots, and be lined with a clean plastic bag.
3. Wall mounted bookcases and cabinets shall be washed on outside; shelves shall be free of dust and lint. Furniture shall be dusted on all surfaces and be free of spots and stains. Conference tables shall be washed and be free of stains, spots, or dust. Desk lamps and other light fixtures shall be dusted and/or washed, and the shades, globes, or reflectors clean and bright. Pictures, awards, and others wall hangings shall be dusted and washed free of smears and fingerprints.

LOBBIES – (Includes Entranceways and Lounges)

Floors shall be cleaned of dust, lint, and litter. Carpeting shall be vacuumed daily and cleaned of spots. Seating and tables shall be washed and be free of spots, stains and dust. Waste receptacles shall be washed and be free of dust, rust, stains and splatters. Entranceways shall be kept free of footprints. If walk-off mats are placed in the area they shall be well vacuumed. Wall

mounted fixtures shall be free of dust, lint and soil. Office partitions and dividers shall be dusted. Doors and frames shall be clean of fingerprints, dust and lint. Walls shall be free of dust, dirt, smears, and splatters. Windows shall be cleaned of prints and smears and sills, clear of dust. Light fixtures shall be free of spots, soil, and insects. Blower ducts and exhaust grills shall be free of dust and lint.

TELEVISION and TELEPHONE

1. The TV set shall be clean and free of dust and lint on all surfaces. The face screen shall be free of fingerprints, dust, and smudges.
2. The phone cord shall be washed clean and free of dust and lint. The base shall be clean of all accumulations of soil, dust, or lint. The hand piece shall be washed, and disinfected, and be free of dried mucous, saliva, and other soils. There shall be no finger smears on the buttons or the receiver.

CHAIRS AND UPHOLSTERED FURNITURE

The entire chair shall be free of dust, lint, and stains on all surfaces. Upholstery fabrics shall be free of spots and stains. Removable cushions shall be lifted for cleaning underneath.

WINDOWS – (Includes Interior Side of Glass, Frames, Sills and Screens)

The glass shall appear clean and free of finger marks, spots. The metal frames shall appear shiny bright and free of marks, spots, and dust. The sills below the windows shall be free from dust, dirt, litter, and water spots.

CEILING and LIGHT FIXTURES

1. The ceilings shall be clean, free of dust and cobwebs. There shall be no soil buildup around vents or metal frames. Grills, vents, blowers shall be free from dust and lint accumulations on all sides.
2. Ceiling light fixtures shall be free of dust, cobwebs, and lint. If insects are visible inside the ceiling fixtures contact Division of Facilities Management at 859-258-3920. Reflectors and diffusers shall be shiny bright and free of soil accumulations.

HOUSEKEEPING SUPPLY CLOSETS

Floors shall be clean and show no accumulation of dirt or stains in corners. Shelves shall be dusted and free of all accumulations of dirt and litter. Mop sinks shall be clean and show no rust or mineral stains, and be free of accumulations of silt and mud. Walls shall be clean and show no splatters, streaks, stains or other soil. Equipment stored in the closet shall be in clean, useable condition, and show no splatters, stains, rust, or dirt accumulations. All needed supplies on hand shall be neatly stored. Doors and frames shall be clean and show no dust, spots, stains, splatters or other soil.

BUILDING STATISTICS & PROFILE

BUILDING: Dr. Samuel Brown Health Center

ADDRESS: 125 Lyle Industrial Ave., Suite 250

TOTAL CLEANABLE SQUARE FOOTAGE – 5,465 sq. ft.

Section	Cleaning Area	VCT	Carpet
Wellness Center	5,465	4,485	980
Total Area			

HOURS TO BE CLEANED:

Hours for **Health Center** cleaning shall begin at time of closing but at no time while patients are remaining in clinic, tentatively,

- 5:30 PM – 1:00 AM (MWF)
- 7:30 PM – 1:00 AM (Tue.-Thru.)
- 12:30 PM – 1:00 AM (Sat)

PRICING SHEET

The Contractor shall submit a daily cost to provide the specified services, which includes labor, equipment, and cleaning supplies. Bidder should also submit a daily cost to provide spray buffing services (to be performed one (1) day a week for Center.

Regular specified cleaning services will be required 6 days a week for Center.

Cost for all specified cleaning services for Wellness Center, except spray buffing. \$ 68 /per day *

Cost for spray buffing services for Wellness Center. \$ 56 /per day *

*** Invoices should vary based on the number of working days in a given month**



ADDENDUM #1

Bid Number: **#74-2021**

Date: July 26, 2021

Subject: **Custodial Services – Wellness Center**

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

TO ALL PROSPECTIVE SUBMITTERS:

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

1. Flat mops are to be used on areas requiring mopping.
2. Pre-bid sign-in attached.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME:

Wani-King of Lexington

ADDRESS:

3080 Harrodsburg Rd #103 Lexington KY 40503

SIGNATURE OF BIDDER:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2021

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

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

PRODUCER Miller Loughry Beach 214 West College Street PO Box 7001 Murfreesboro TN 37133-7001	CONTACT NAME: MLB Support
	PHONE (A/C No. Ext): (615) 896-9292 FAX (A/C, No): (615) 849-1586
	E-MAIL ADDRESS: mlbsupport@mlbins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Cincinnati Insurance Company NAIC # 10677
	INSURER B: Allmerica Financial Alliance NAIC # 10212
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Wildcat Franchising Inc
DBA Jani King Of Lexington
609 Reliability Cir
Knoxville TN 37932-3370

COVERAGES CERTIFICATE NUMBER: 21-22 Wildcat REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP 0577959	5/16/2021	5/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 CBLIA \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ENP 0577959	5/16/2021	5/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BADE \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENP 0577959	5/16/2021	5/16/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N/A	249041	5/16/2021	5/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Theft			ENP 0577959	5/16/2021	5/16/2022	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See policy for specific coverages and exclusions.

CERTIFICATE HOLDER jgraci@jkccs.com For Insured's Records Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Adrian/SVZ 
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